City Attorney's Office Documentation

Materials (Click links below to navigate to document.)

Acquisition and Conveyance Memos and Ordinances

City Council Agenda Item: Acquisition of 11.2 acres at NE corner of 30th & Pearl (9/21/04)

Ordinance No. 7392: Exemption from Subdivision Process, Conveyance from City Ownership (10/5/2004)

Acquisition Documents

Contract to Buy and Sell between City and Thirtieth and Pearl, LLC (2004)

Amendment to Contract to Buy and Sell between City and Thirtieth and Pearl, LLC (2004)

Pollard Friendly Motors Lease Agreements

Lease Agreement between City and Pollard Friendly Motor Co (10/14/04)

First Amendment to Lease Agreement (10/14/04)

Second Amendment to Lease Agreement (8/14/14)

Second Amendment to Option Agreement and Extension of Lease for up to 2 years (12/15/14)

Area of Amended Leased Premises - Attachment C, Sheet 1 (1/3/13)

Area of Amended Leased Premises - Attachment C, Sheet 2 (1/3/13)

Option to Purchase

Option Agreement between City and Pollard Friendly Motor Co (10/14/04)

First Amendment to Option Agreement (8/14/14)

Second Amendment to Option Agreement (12/15/14)

Third Amendment to Option Agreement (02/14/15)

Completion Notice for Yards Parcel (11/06/14)

Option Exercise Notice (11/13/14)

Deeds

Special Warranty Deed to Boulder Municipal Property Authority (BMPA) (2004)

Deed of Trust (BMPA, 2004)

Quit Claim Deed (BMPA, 2004)

Special Warranty Deed from BMPA to City (2012)

Boulder Transit Village Plats

Boulder Transit Village Sub Final Plat (2006)

Boulder Transit Village Sub Replat A (2013)

Subdivision Agreement

Subdivision agreement (2013)

Title

Title Policy (BMPA)

Environmental

Pearl Street Trenching Contaminated Soil Responses (9/24/12)

Demolition and Environmental Cleanup Agmt between City, TAC, and Pollard Motors (2017)

Certification Statement for NAD Application (Environmental Cleanup) (1/4/19)

Limited Phase II Environmental Assessment, (2/2/19)

No Action Determination Approval, Colorado Dept. of Public Health and Environment (2/20/19)

CITY OF BOULDER
CITY COUNCIL AGENDA ITEM

MEETING DATE: September 21, 2004
(Agenda Item Preparation Date: September 15, 2004)

AGENDA TITLES:

A. Consideration of a motion authorizing the acquisition of 11.2 acres on the northeast corner of 30th and Pearl Streets for the development of the Boulder Transit Village in accordance with the terms and conditions described herein including: a purchase price of $9.5 million with $600,000 in earnest money; a $2.6 million carry-back 10 year loan provided by Pollard Friendly Motor Company (Pollards) at 6.5% interest, subject to annual appropriation; the draw down of $2.5 million from the Council approved Fannie Mae line of credit; lease back to the Pollards of the western 5.5 acres at 30th and Pearl for up to 12 years for $20,000 per month; and a Pollards option to purchase 6.6 acres at the Yards parcel for $3.59 million;

B. Introduction, first reading and consideration of a motion to order published by title only an ordinance related to the Boulder Transit Village generally located on the northeast corner of Pearl and 30th Streets, amending title 9, B.R.C. 1981, granting an exemption from the City's concept plan and site review process until after subdivision.

C. Introduction, first reading and consideration of a motion to order published by title only an ordinance related to the City Yards Parcel generally located on Pearl Parkway, amending title 9, B.R.C. 1981, granting an exemption from the City's concept plan and site review process until after subdivision.

D. Consideration of a motion authorizing the disposition of a 1.8 acre portion of the City Yards Parcel adjacent to Gebhardt Motors.

PRESENTER/S:

Frank Bruno, City Manager
John Pollak, Co-Director, Housing and Human Services
Tracy Winfree, Director, Public Works/Transportation

In addition to the presenters listed above, this project has been an interdepartmental effort spanning several years, and has included the work of many staff at various points in the process, including in alphabetical order: Maureen Amundson, City Attorney's Office; Brent Bean, Planning; Bill Boyes, Facilities and Asset Management; Ariel Calonne, City Attorney; Julia Chase, City Attorney's Office; Jerry Gordon, City Attorney's Office; Stephanie Grainger, City Manager's Office/Public Works; Linda Hill-Blakley, Housing and Human Services; Micki Kaplan, Transportation; Doug Newcomb, Open Space and Mountain Parks; Peter Pollock, Planning; Randall Rutsch, Transportation; Michael Sweeney, Transportation.

EXECUTIVE SUMMARY:

A. Motion Regarding Site Acquisition

The Boulder Transit Village (Transit Village) is a high priority City project, envisioned to be an integrated, mixed–use, transit-oriented development that combines current and future transit service (including future commuter rail) with housing (including a substantial amount of affordable housing), and limited supportive businesses. This project addresses all of City Council's priority goals, including: affordable housing; transportation; and economic, environmental, and community sustainability.

The northeast corner of Pearl and 30th streets was identified as the preferred location for the Transit Village through a site selection process completed in July 2001. The site is the home to a long-standing Boulder business, Pollard Friendly Motor Company (Pollards). The City has worked to find an alternative location for that business and Council authorized the use of condemnation to secure the site if necessary. On several occasions, including the October 23, 2003 City Council meeting, Council directed staff to achieve a negotiated agreement. The City has continued discussion and negotiations with Pollards during the last three years.

One of the primary issues in the negotiations has been finding an acceptable business relocation site for Pollard Friendly Motor Company. In the Spring of 2004, Pollards' representatives proposed an offer, the essence evolving into three key transactions, outlined below.

Boulder Transit Village
Key Transactions

I. City Land Purchase	The City purchases the 11.2 acre Pollard site for $9.5 million: • Valuation of comparable sites run higher and lower. The City has documented evidence of the fairness of the price. • The City pays $600,000 "non-refundable" earnest money. (Money is refundable only under certain limited circumstances). Acquisition is funded by: • $2.5 million from RTD (Based on an existing, approved Intergovernmental Agreement between the City and RTD). • $2.1 million in City housing funds previously approved by Council. • $2.4 million borrowed through Fannie Mae line of credit established with Council approval. • $2.6 million financed by Pollards and secured by the land under the current dealership (Terms: 6.5% interest with monthly payments of approximately $29,500). The purchase price includes all of Pollards' relocation costs and other cost claims. The City will subdivide the Pollard site, conduct a public design process, and begin development of the eastern portion (~5.7 acres) for transit and housing.
II. Dealership Leaseback	• The City leases back the current dealership land (~5.5 acres on western portion) to Pollards for up to 12 years for $20,000 per month.
III.	• The City grants Pollards an option to buy the City Yards "frontage parcel" (~6.6

Pollards Yards Option	acres) within 10 years. This parcel is part of the City's Municipal Service Center along the frontage of Pearl Parkway east of Foothills Parkway referred to as the Yards parcel. Pollards must exercise the option before the end of 10 years and then has up to two years to move to the Yards site. • The City and Pollards agree to collaborate to continue to search for another suitable site for Pollard Motors. • The City is responsible for site improvements on the Yards parcel (~$1.5 million). • The City sells a separate ~1.8 acre parcel of Yards frontage on Pearl to fund site improvements and additional Yards land acquisition and reconfigure to the west, preserving a long-term Yards operation.

Additional information is included in the attachments, including site graphics.

The proposal presented here to Council reflects substantial negotiation between the City and Pollards, in which both parties have made compromises. City staff is bringing this proposal forward as a reasonable and sound deal that is acceptable to the Pollards and the City.

The combined elements of this transaction represent a fair deal for the Pollards and the City, as outlined below.

- Purchase of 30th and Pearl: The price per square foot of this parcel is $18.80 (excluding business relocation costs of $300,000). This is consistent with comparable sales that range from $17.15 to $19.51 per square foot.

- Leaseback of the western portion of 30th and Pearl: A review of current comparable leases elsewhere in the City indicates rates of return that range from 5.4 percent to 7.8 percent. The $20,000 monthly lease payments from Pollards to the City for the western portion of the site represents a 5.28 percent rate of return, which is a reasonable rate of return in the current market. Of additional benefit to the City is the $2.6 million in financing being provided by the Pollards over 10 years at 6.5 percent interest.

- Sale of the Yards Parcel: The price per square foot for the Yards parcel is $12.50. This is a reasonable sales price for industrial land with this type of frontage. In addition, should the Pollards exercise the option for the Yards parcel, the City will complete infrastructure improvements on the site at an estimated cost of $1.5 million. The Pollards will also be allowed an annual credit of $116,000 from its annual lease payments to the City to be applied against the $3.59 million purchase price.

The elements of the transaction should be viewed together as the full agreement package. Considering that the City initiated this purchase request, the importance of this project for the community, the location, size, and unique suitability of the future transit village parcel, and the current real estate market, staff views this as a fair deal and good investment of City resources.

While there are some limitations to phasing-in the Transit Village, this proposal does allow the City to:

- Secure the site through a negotiated settlement rather than eminent domain;
- Meet the needs of a long-standing local business;

- Allow the City to begin the transit and residential development at the site, with land banked for the future, phased-in completion of the Transit Village on the full 11.2 acre parcel; and
- Establish the Transit Village as the destination for anticipated US 36 corridor transit improvements and the transit center serving the BURA activity center.

Staff recommends City Council authorization, by motion, to accept the terms and conditions negotiated with the Pollards and secure acquisition of the site for the purpose of the Boulder Transit Village.

B. Ordinance to Proceed with Subdivision Prior to Concept and Site Review for the 30th and Pearl Site

If the City is to proceed with this proposal, the eastern and western portions of the 30th and Pearl site will need to be subdivided shortly after closing to be able to lease back the western portion to Pollards without encumbering the entire site. For parcels of this size, concept plan and site review are both required prior to subdivision, unless that requirement is waived by a Council ordinance. A comprehensive public process will be conducted in the near future to create a development plan for the site and a concept plan and site review will be applied for at that time. In order to facilitate financing and the immediate leaseback to the Pollards of the western portion of the site, staff is requesting Council authorization, by ordinance, to proceed with subdivision prior to a concept plan at this time. (Attachment A) This will allow the leaseback of the western portion of the site to Pollards and encumber only the western portion against the $2.6 million carry-back loan.

Staff recommends introduction, first reading and publication by title only of an ordinance granting an exemption from the City's concept plan and site review process until after subdivision.

C. Ordinance to Proceed with Subdivision Prior to Concept and Site Review for the Yards Parcel

Part of this negotiated agreement involves providing Pollards with an option on approximately 6.6 acres that is part of the City's Municipal Service Center along the frontage of Pearl Parkway east of Foothills Parkway, referred to as the Yards parcel. The City is agreeing to subdivide and re-plat the property so that the Yards parcel is a separate, legally subdivided lot. Prior to development, the site will go through a concept and site review process, but the agreement is to pursue establishing this as a separate legal lot shortly after closing. (Attachment B) This will allow the property to be a separate, legally subdivided lot, with an option to purchase offered to the Pollards. An addition 1.8 acre parcel of frontage on Pearl Parkway will be created and sold to fund site improvements and the purchase of replacement land for the Yards.

Staff recommends introduction, first reading and publication by title only of an ordinance granting an exemption from the City's concept plan and site review process until after subdivision. Upon sub-division, staff recommends City Council authorization to sell a 1.8 acre Yards parcel with frontage on Pearl Parkway, with the proceeds to be used toward site improvements on the Pollards option parcel and the purchase of replacement land for the Yards.

FISCAL IMPACTS:

Budgetary: The sales price negotiated with the Pollards is $9.5 million, with $600,000 in earnest money. The agreement includes the leaseback of the Pollards' portion of the 30th and Pearl property, an option for the Pollards to purchase a portion of the Yards frontage on Pearl Parkway, and sale of a portion of the Yards frontage on Pearl Parkway. Details of the financing plan are provided in the analysis section of this memo An outline of the Terms and Conditions is included in Attachment C. Transportation, Housing, and Public Works staff have developed a financing plan that defines the shared costs and benefits, which will be formalized through an interdepartmental agreement.

Staff Time: Staff from several departments, including Public Works/Transportation, Housing and Human Services, Real Estate, the City Attorney's Office, Planning and the City Manager has been and will continue to be involved in the Transit Village project. This has been a significant part of the work plan for staff from several departments and will continue to be a priority project. No additional general funds are requested for staff work on the Transit Village.

OTHER IMPACTS:

Economic: The development of the Transit Village is expected to contribute to redevelopment in this area and add to the sales tax base of the City, enhanced by the Transit Village site's proximity to the soon-to-be developed 29th Street project.

Housing: While a public process will occur for the design of the Transit Village, preliminary conceptual work indicates that a range of 200 to 300 units, and possibly more, may be feasible on the site. Approximately half of the homes are anticipated to be permanently affordable with a mix of rental and homeownership units contemplated. This would provide a substantial amount of permanently affordable housing and would also increase the number of modestly priced, market rate residential units.

Transportation and Environment: As a major multi-modal transit site, the Transit Village will contribute to the increased use of alternative modes of transportation by providing improved and augmented transit options, thereby reducing traffic congestion. This key location was identified in the 28th Street corridor plan as both a bus and rail based hub providing access to the commercial activity center around 29th Street. If the FasTracks proposal passes in the November 2004 election, this area will develop to support Bus Rapid Transit and a rail station by 2015. Without FasTracks, this location will still develop as a major local and regional bus-based transit center. Pursuing the Transit Village is a Transportation Master Plan-endorsed implementation strategy to improve regional connections.

BOARD AND COMMISSION FEEDBACK:

Council has received periodic updates on the Transit Village and has taken formal actions on several items related to the project, including:

- July 2001: Site Selection Report sent via WIP to Council.
- April 2002: Council approved the Intergovernmental Agreement with RTD to partner on the project, with RTD providing $2.5 million for land acquisition and committing to participate in future transit construction.

- 2002 – 2004: Council approved three years of funding from the Community Housing Assistance Funding (CHAP) for land acquisition for the housing component ($1 million in 2002, $500,000 in 2003, and $600,000 in 2004).
- July 2002: Council adopted a business assistance and relocation plan for Pollards and directed staff to proceed with land acquisition.
- September 2002: Council authorized use of eminent domain for the Transit Village project Council directed staff to pursue a negotiated settlement if possible.
- July 2003: Council approved acceptance of a low-interest line of credit from Fannie Mae to assist with the purchase of the Transit Village.
- September 2003: City Council, in its Transportation Improvements Program (TIP) submittal, approved a letter of support for the RTD funding proposal to develop the transit component of the site.
- October 2003: Council Study Session on the Transit Village with Council direction to continue to search for an alternative business site for Pollard Motors and pursue a negotiated agreement.
- March 2004: Federal grant funds of $7.7 million approved to develop the Phase I transportation infrastructure for the site. The federal award goes to RTD and is programmed in 2006 and 2007.

Two Council goal groups, the Affordable Housing Policy Goal Committee and the Transportation Policy Goal Committee, have received information on several occasions throughout the course of the project. The Housing Technical Review Group (a City Manager-appointed group with expertise in housing that advises staff and Council in making funding recommendations) has reviewed the conceptual plan for this project and has supported funding for Boulder Transit Village. To date, City Council has approved $2.1 million of CHAP funds toward the project.

PUBLIC FEEDBACK:

In the course of Council meetings involving the Transit Village, members of the public have, on several occasions, addressed Council. Overall public sentiment has been favorable regarding the future commuter rail, the inter-modal nature of the proposed Transit Village, the plan to include housing (with affordable housing) at this site, and the opportunity to contribute to redevelopment of this area.

STAFF RECOMMENDATION:

A. Motion Regarding Site Acquisition:

Staff recommends Council authorization, by motion, to proceed with contracts and agreements for site acquisition and related matters to:

1. Acquire 11.2 acres on the northeast corner of 30th and Pearl Streets from the Pollards for the development of the Boulder Transit Village for a $9.5 million purchase price with $600,000 in earnest money;
2. Commit to a $2.6 million carry-back loan with the Pollards (6.5 percent interest, 10 years), subject to annual appropriation;
3. Authorize the draw down of up to $2.6 million from Council approved Fannie Mae line of credit for site purchase and related costs;

4. Lease back to the Pollards the western 5.5 acres for up to 12 years for $20,000 per month;
5. Offer Pollards the option to purchase 6.6 acres at the Yards parcel as a potential future relocation site for $3.59 million, with $116,000 per year for 10 years of Pollards' lease payments to the City applied as a credit toward the purchase price of the Yards parcel;
6. Commit the City to be responsible for improving the Yards parcel to make it ready for redevelopment (approximately $1.5 million).

B. Ordinance to Proceed with Subdivision Prior to Concept and Site Review for the 30th and Pearl Site:

Staff recommends introduction, first reading and publication by title only of an ordinance related to the Boulder Transit Village generally located on the northeast corner of Pearl and 30th Street, granting an exemption from the City's concept plan and site review process until after subdivision for the 30th and Pearl site.

C. Ordinance to Proceed with Subdivision Prior to Concept and Site Review for the City Yards Parcel:

Staff recommends introduction, first reading and publication by title only of an ordinance related to the City Yards parcel generally located on Pearl Parkway, granting an exemption from the City's concept plan and site review process until after subdivision for the Yards site.

D. Motion Regarding Site Disposition:

Staff recommends Council authorization, by motion, to proceed with the sale of a 1.8 acre portion of the Yards adjacent to Gebhardt Motors in order to enable the purchase replacement land for the Yards and to fund site improvements on the Pollards option parcel.

ANALYSIS:

Transit-Oriented Development

Intensive mixed-use development projects around transit stations are commonly known as transit-oriented developments or TODs. TOD projects have been very successful in many communities and are considered to have many positive benefits in terms of economic development, transit ridership, and congestion management.

The following elements would be provided on the Transit Village site:

- A transit station to accommodate safe, efficient, and convenient transfers for passengers of the current community transit network, including local and regional service, and future bus rapid transit and commuter rail;
- Enhanced pedestrian and bicycle facilities;
- Housing, with a significant level of affordable housing; and
- Supportive commercial and retail services.

Preliminary plans for the transit portion of the site include bus bays for regional and commuter buses, connections to local and regional buses, and links to bicycle and pedestrian trail access. A Park-n-Ride facility would be built above the bus bays, and be constructed to allow for multiple parking levels in the future for additional parking when commuter rail comes to the site. Recently, a federal grant for approximately $7.7 million was awarded to RTD to develop the transportation infrastructure for the site.

Housing Development

The housing is anticipated to be a mix of market rate and affordable housing, with potentially 50 percent as permanently affordable, and a combination of ownership and rental units. Preliminary analysis indicates that a range of 200 – 300 units, or more, may be feasible on the site. As a zoning change will be needed, the feasibility of the affordable housing on the site is dependent on Planning Board and Council approval of high density residential in the range of 30 – 40+ units per acre.

The source of the Housing funds committed to date is the Community Housing Assistance Program (CHAP). These funds are dedicated to housing that serves households with incomes below 60 percent of the Area Median Income (AMI). Consequently, at least half of the eventual affordable housing will serve low-income families. The balance of the affordable housing may target households at the Inclusionary Zoning threshold, which is currently about 80 percent of the AMI. With the City role and control of the site, the City has the opportunity to address important special housing needs, such as housing for people with disabilities.

Site Selection

The Boulder Transit Village emerged as a vision from approximately seven years of public process including local and regional planning efforts, such as the 28th Street 2000 Corridor Study, the US 36 Major Investment Study, RTD Transit Development Plan, and the North 28th Street Transportation Network Plan. The 28th Street 2000 Corridor Planning project identified that an additional "major, multi-modal" transit station (in addition to the downtown 14th and Walnut station) would be needed near the "vicinity of" 30th and Pearl Streets. Technical site selection research was conducted by Carter and Burgess. (The report is available on the City's Boulder Transit Village site at www.ci.boulder.co.us)

One of the more important technical factors in selecting the Pollard site was the ability to accommodate commuter rail and bus networks at the site and to find a site large enough for a more complete transit-oriented development. With input and review by a variety of City goal groups and the public, in July 2001, City Council approved selecting the 11.2 acre site at the northeast corner of 30th and Pearl streets as the site for the future Transit Village and directed staff to proceed with land acquisition.

As previously described, that site is the home to a long-standing Boulder business, Pollard Friendly Motor Company. The City has worked on finding an alternative location for that business, and City Council has authorized the use of eminent domain to secure the site if necessary. If at all possible, City Council strongly encouraged staff to secure the site through a negotiated settlement with Pollards. The City has been discussing and negotiating with Pollards for over three years in an effort to secure the site. Throughout that time, a range of alternative sites have been presented to Pollards by the City. This included the potential purchase by the City of the McKenzie Junction site and resale of 10 acres of this parcel to Pollards. Due to the purchase price for McKenzie Junction, this option was determined by the City not to be viable. None of these alternative sites alone have proven to be viable to Pollards.

Yards Parcel

One of the key elements of this transaction involves the City providing Pollards the option of purchasing a 6.6 acre parcel of land at the Yards as a potential future relocation site for the business. During the 10-year option time, the City and Pollards would continue to look for

alternative sites, with the option of the Yards parcel reserved as a "safety net" relocation site if no preferable site is found within 10 years. While the Pollards had previously considered and rejected property at the Yards, they have since reconsidered the site, and while it is not their first choice, they have determined it to be potentially viable as a "safety net" site. If the option were exercised, the City would agree to improve the site to make it ready for redevelopment by Pollards.

The previous Yards site review identified a 6.6 acre parcel as feasible for relocation of Pollard Motors (Attachment E). During 2002, Pollards initially indicated that they might be willing to relocate to the City Yards if a suitable site could be assembled there. The City was concurrently developing a master plan for the City Yards site and added this work effort to their scope. The City contracted with EDAW architects to develop the master plan and options for possible relocation sites for Pollard Motors at the Yards.

After extensive staff review and evaluation, it was determined that 6.6 acres could be available for relocation of Pollard Motors or for development as a commercial piece of property along Pearl Parkway so long as suitable replacement property for the City Yards' uses could be acquired in the vicinity of the Yards.

In 2003, this 6.6 acre Yards parcel was formally offered to Pollards with the expectation that it would be acceptable. For a number of reasons, including the key issue of traffic volume, Pollards rejected the site. Another parcel in the vicinity, involving land associated with the Valmont Park, also proved to be unsuitable. Additionally, a site off of the Boulder-Longmont diagonal was considered and found unsatisfactory by the City due to very high cost.

Public Works remains willing to sell 6.6 acres from the current Yards parcel and acquire other replacement property in the vicinity. Additionally, a city-owned parcel of about 1.8 acres next to Gebhardt Motors has been identified as being frontage property with higher potential use. Public Works staff has been involved in this analysis, and are in agreement that Pollards can be offered an option to purchase the 6.6 acres if the 1.8 acres could be sold in the near future, with the proceeds used for replacement Yards property and to begin moving functions before the site is prepared for the Pollards.

The City is committing to improve the Yards parcel to make it ready for redevelopment by Pollards if and when they plan to move the dealership to this site. The estimated cost for these improvements is $1.5 million. If no preferable site is found within ten years, Pollards would have the option to buy the Yards parcel for relocation of their business, and would be allowed two more years to build a new facility and move. Given that the existing site is ideal for the Pollard business, it is challenging to find a comparable site for relocation.

Environmental Assessment and Cleanup

This proposal also stipulates that Pollards will complete a Phase II Environmental Assessment on their 11.2 acre parcel prior to closing. The eastern portion of the site would be delivered as a "clean" site to the City with costs for such clean-up assumed by Pollards. Funds to complete any required cleanup on the western portion of the site would be placed in escrow, with the cleanup occurring at such time as the Pollards vacate the site. Similarly, the City will conduct a Phase II Environmental Assessment on the Yards parcel, and will deliver to the Pollards a clean site should they elect to exercise their option on the property in the future. Within a limited time of signing contracts, Pollards may deem their site cleanup to be prohibitively expensive, based on

established parameters, and may elect not to go forward with the sale with all earnest money refunded to the City. The Pollards obligation for environmental cleanup on their site will be capped at $200,000, and the City and Pollards will share equally in the cost of purchasing environmental clean-up insurance up to a total amount of $100,000.

As might be expected with land near a railway, hazardous material issues are very important legal and practical matters. The City has retained outside counsel to ensure the best environmental protection possible. The City is insisting on security for the Pollards' obligation to clean the dealership after the leaseback period in the form of a cost escrow, with the additional option of an environmental insurance policy.

Planning Issues

The Pollard site is designated as Community Industrial in the Boulder Valley Comprehensive Plan ("BVCP"). As defined in the BVCP, these are "areas where the predominant uses provide a direct service to the planning area. The uses often have ancillary commercial activity and are important to the life of the Boulder community. These uses include smaller scale auto-related uses, small printing operations, building contractors, building supply warehouses, small manufacturing operations and similar uses." The Pollard site is zoned Service Industrial – Established. Auto sales and service are allowed uses in this zone.

Because of the potential for a significant transit improvement in this area, Planning Board has previously considered, during the 2000 major update to the Boulder Valley Comprehensive Plan (BVCP), whether to change the BVCP land use designation and zoning on this site. It deferred that consideration pending final transit center site selection. The Board was also supportive of a mixed-use vision in the area and an area plan for this site and its environs. Such an area plan is now proposed for the 2005 Major Update to the BVCP.

The portion of the City Yards parcel designated as a possible relocation site for Pollard Motors has already received the appropriate BVCP land use designation, Community Industrial, and has is in the process of being rezoned to Service Industrial – Developing as part of this year's general rezoning. Second reading of the general rezoning occurred on Aug. 17, 2004. At this point, the parcel has the appropriate land use designation and zoning for an auto dealership.

Phased-In Transit Village Development

Under the proposed contract, the Transit Village would be developed in two phases. The first phase would include developing the bus portion of the Transit Village on approximately 3 to 3.3 acres on the southeast quadrant of the site. A residential portion may be developed in the first phase of the project, possibly with some supportive retail, on approximately 1.5 acre on the northeast quadrant of the site. In phase two, the City would develop additional residential units, again with supportive commercial, on the western half of the 11.2 acres. If FasTracks passes, commuter rail is anticipated to be added in approximately 10 years. The City could take possession of the western portion of the site earlier if Pollards elects to relocate before the end of the 10 years.

Financial Plan

Cost: The sales price negotiated with the Pollards is $9.5 million, with $600,000 in earnest money refundable under certain circumstances if the deal is not closed in October. The City would put $7 million down ($4.5 million from Housing and $2.5 million from RTD through the

IGA with the City), and Pollards have agreed to carry the remaining $2.6 million, which includes $100,000 in reimbursable expenses, at a 6.5 percent rate for a period of up to 10 years.

Annual payments by the City on principal and interest would be approximately $354,000, with annual lease revenues from Pollards covering $240,000 of that amount. The difference between City payments and lease revenues results in an annual gap of approximately $114,000 per year, which would be shared on a pro rata split between Housing and Transportation. The sum of $116,000 per year out of Pollards' payments to the City would be applied as a credit against the $3.59 million purchase price of the Yards parcel, which the Pollards have an option to buy through year 10. An outline of the terms and agreement are provided in Attachment C.

Source of Funds: Funding for the acquisition will come from four primary sources: Housing, Transportation, RTD, and Owner-Carry (Pollards). About three-quarters of the funds needed for this acquisition have been previously reviewed and approved by Council.

Housing Funds: The Housing Technical Review Group recommended and Council approved the allocation of a total of $2.1 million housing subsidy funds (Community Housing Assistance Program funds). In 2003, Council approved acceptance of a line of credit from Fannie Mae (approximately $2.5 for the Transit Village site). These two sources will be used for Housing's $4.5 million share of the $7 million down payment plus miscellaneous costs such as environmental review, survey and concept design development; these funding sources are included in the current and prior Council adopted budgets.

Transportation Funds: Approximately $1.2 million is anticipated from the sale of the current Foothills Park-n-Ride; this has been earmarked for land acquisition and other financial responsibilities for the Transit Village, such as site improvements at the Yards parcel and 30th and Pearl. In addition, the immediate sale of the 1.8 acres of the Yards Pearl Parkway frontage adjacent to Gebhardt will enable a Yards reconfiguration which must occur for the 6.6 acres to be available for the Pollards relocation.

RTD: On April 2, 2002, Council approved an Intergovernmental Agreement with RTD to allow the City to receive $2.5 million in RTD funds to be used toward the purchase of this parcel for the Transit Village.

Owner-Carry: This proposal includes the Pollards carrying back $2.6 million at 6.5 percent for 10 years, with monthly amortized payments from the City. If Council chooses to approve a motion authorizing the purchase of this parcel in accordance with the negotiated terms, conditions, and financing described herein, Council must also approve accepting the financing plan with Pollards carrying back $2.6 million, subject to annual appropriation.

Tabor Implications: The City Attorney has evaluated TABOR implications. With the City's equity interest in the land, which is being used for security, and with land payments subject to annual appropriation, this loan is considered to be within the legal framework of the TABOR Amendment.

MATRIX OF OPTIONS:

A decision-making matrix has been prepared for Council, and is included in Attachment E. That matrix addresses the following options for Council:

1. **Accept Contract**: Accept current proposal negotiated with Pollards;
2. **Reject Contract**: Attempt to negotiate a better deal, although this is the best the parties have been able to negotiate over three years;
3. **Eminent Domain**: Pursue site acquisition through eminent domain;
4. **Reject Contract, Relocate Site for the Transit Village**: Reject contract proposal, look for another site for the Transit Village and expect claims against the city from Pollards;
5. **Reduce Project Scope**: Attempt to purchase eastern half of site, proceed with bus station, terminate pursuit of Transit Village concept; or
6. **Reject Contract, Cease Pursuit of Boulder Transit Village project**: Reject contract proposal, terminate pursuit of Transit Village project and expect claims against the city from Pollard.

Approved By:

Frank W. Bruno
City Manager

ATTACHMENTS:

A: Proposed Ordinance Waiving Concept and Site Review Prior to Subdivision for the 30th and Pearl Site
B. Proposed Ordinance Waiving Concept and Site Review Prior to Subdivision for the Yards Parcel
C: Outline of Terms and Conditions
D: Boulder Transit Village Site Graphic
E: Graphic of Yards Site
F: Decision-Making Matrix of Options

(Color versions of Attachments D and E are provided to Council and may be viewed on the city's web site with this Council Agenda packet or at the Transportation web page under Planning for the Future at: http://www3.ci.boulder.co.us/publicworks/depts/transportation.html)

Attachment A

ORDINANCE NO. _____

AN ORDINANCE RELATED TO THE BOULDER TRANSIT VILLAGE GENERALLY LOCATED ON THE NORTHEAST CORNER OF PEARL AND 30TH STREETS, AMENDING TITLE 9, B.R.C. 1981, GRANTING AN EXEMPTION FROM THE CITY'S CONCEPT PLAN AND SITE REVIEW PROCESS UNTIL AFTER SUBDIVISION.

WHEREAS, THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO, FINDS THAT:

A. The Thirtieth and Pearl, LLC, a Colorado limited liability company (the "Company") is the owner of a parcel approximately 11 acres in size (the "Property"), as more fully described in the attached Exhibit "A" and incorporated herein by this reference (the "Map"); and

B. The City of Boulder (the "City") may enter into a contract to purchase the Property from the Company (the "Contract") to build the Boulder Transit Village project (the "Project"); and

C. Upon City Council approval of the Contract and subsequent acquisition of the Property, the City desires to subdivide the Property; and

D. Pursuant to Sections 9-4-10 and 9-4-11, B.R.C. 1981, the Project is required to complete concept review and site review prior to subdivision; and

E. In order to facilitate this purchase, the City Council intends to waive the requirement to complete concept plan and site review until after subdivision of the Property has occurred.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO:

Section 1. The City Council exempts the City from the requirement to complete concept plan and site review, as required by Subsection 9-4-11(b), B.R.C. 1981, until after subdivision of the Property has occurred. The site review and concept plan requirements will subsequently be

applied to the Property prior to the application for any building permit not otherwise exempted by Paragraph 9-4-11(b)(2), B.R.C. 1981.

Section 2. To the extent that this ordinance conflicts with any previously adopted ordinance of the City, such ordinances are suspended for the limited purpose of implementing this ordinance. This ordinance shall be an amendment to Title 9, B.R.C. 1981.

Section 3. This ordinance is necessary to protect the public health, safety, and welfare of the residents of the City, and covers matters of local concern.

Section 4. The City Council deems it appropriate that this ordinance be published by title only and orders that copies of this ordinance be made available in the office of the City Clerk for public inspection and acquisition.

INTRODUCED, READ ON FIRST READING, AND ORDERED PUBLISHED BY TITLE ONLY this ____ day of _____, 20__.

_____
Mayor

Attest:

_____
City Clerk on behalf of the
Director of Finance and Record

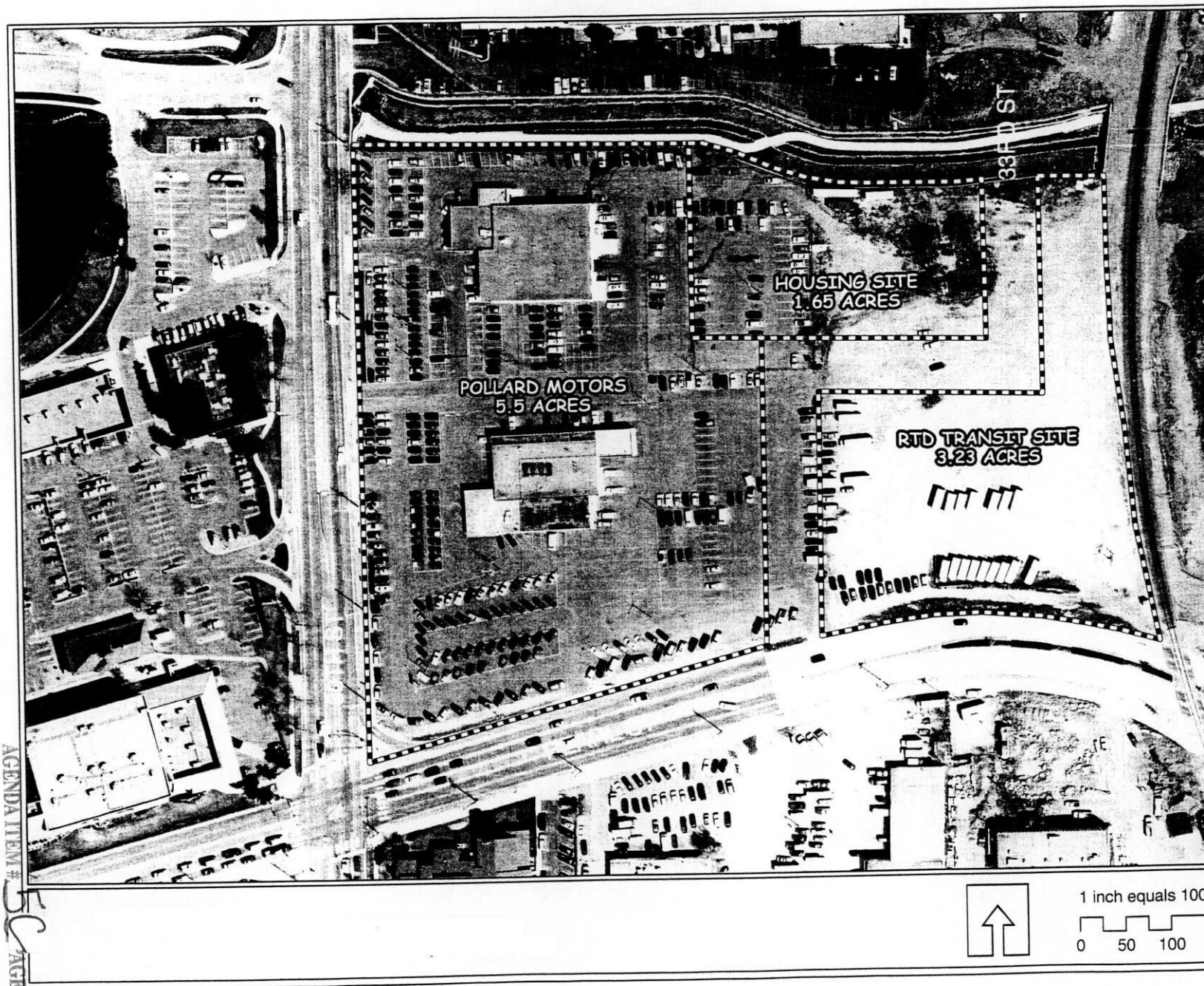
READ ON SECOND READING, PASSED, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY this _____ day of _____, 20__.

_____
Mayor

Attest:

_____
City Clerk on behalf of the
Director of Finance and Record

EXHIBIT A
to Ordinance No. _____



AGENDA ITEM # 5C PAGE 10

Attachment B

ORDINANCE NO. _____

AN ORDINANCE RELATED TO THE CITY YARDS PARCEL GENERALLY LOCATED ON PEARL PARKWAY, AMENDING TITLE 9, B.R.C. 1981, GRANTING AN EXEMPTION FROM THE CITY'S CONCEPT PLAN AND SITE REVIEW PROCESS UNTIL AFTER SUBDIVISION.

WHEREAS, THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO, FINDS THAT:

A. The City of Boulder, a Colorado home rule city (the "City") is the owner of a 6.6-acre parcel and a 1.8-acre parcel located on Pearl Parkway, Boulder, Colorado (jointly referred to as the "Property"), as more fully described in the attached Exhibit "A" and incorporated herein by this reference (the "Map"); and

B. The City may enter into an option contract to grant an option to the Pollard Friendly Motor Company, a Colorado corporation, (the "Company") to purchase the 6.6-acre parcel (the "Option Contract"); and

C. Upon City Council approval of the Option Contract, the City desires to subdivide the Property; and

D. As part of the Option Contract, the City is obligated to provide a parcel for the Company to relocate its existing automobile dealership and service repair facility (the "Project"); and

E. Pursuant to Sections 9-4-10 and 9-4-11, B.R.C. 1981, the Project is required to complete concept review and site review prior to subdivision; and

F. In order to enter into the Option Contract, the City Council intends to waive the requirement to complete concept plan and site review until after subdivision of the Property has occurred.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO:

Section 1. The City Council exempts the City from the requirement to complete concept plan and site review, as required by Subsection 9-4-11(b), B.R.C. 1981, until after subdivision of the Property has occurred. The site review and concept plan requirements will subsequently be

applied to the Property prior to the application for any building permit not otherwise exempted by Paragraph 9-4-11(b)(2), B.R.C. 1981.

Section 2. To the extent that this ordinance conflicts with any previously adopted ordinance of the City, such ordinances are suspended for the limited purpose of implementing this ordinance. This ordinance shall be an amendment to Title 9, B.R.C. 1981.

Section 3. This ordinance is necessary to protect the public health, safety, and welfare of the residents of the City, and covers matters of local concern.

Section 4. The City Council deems it appropriate that this ordinance be published by title only and orders that copies of this ordinance be made available in the office of the City Clerk for public inspection and acquisition.

INTRODUCED, READ ON FIRST READING, AND ORDERED PUBLISHED BY TITLE ONLY this ____ day of _____, 20__.

_____
Mayor

Attest:

_____
City Clerk on behalf of the
Director of Finance and Record

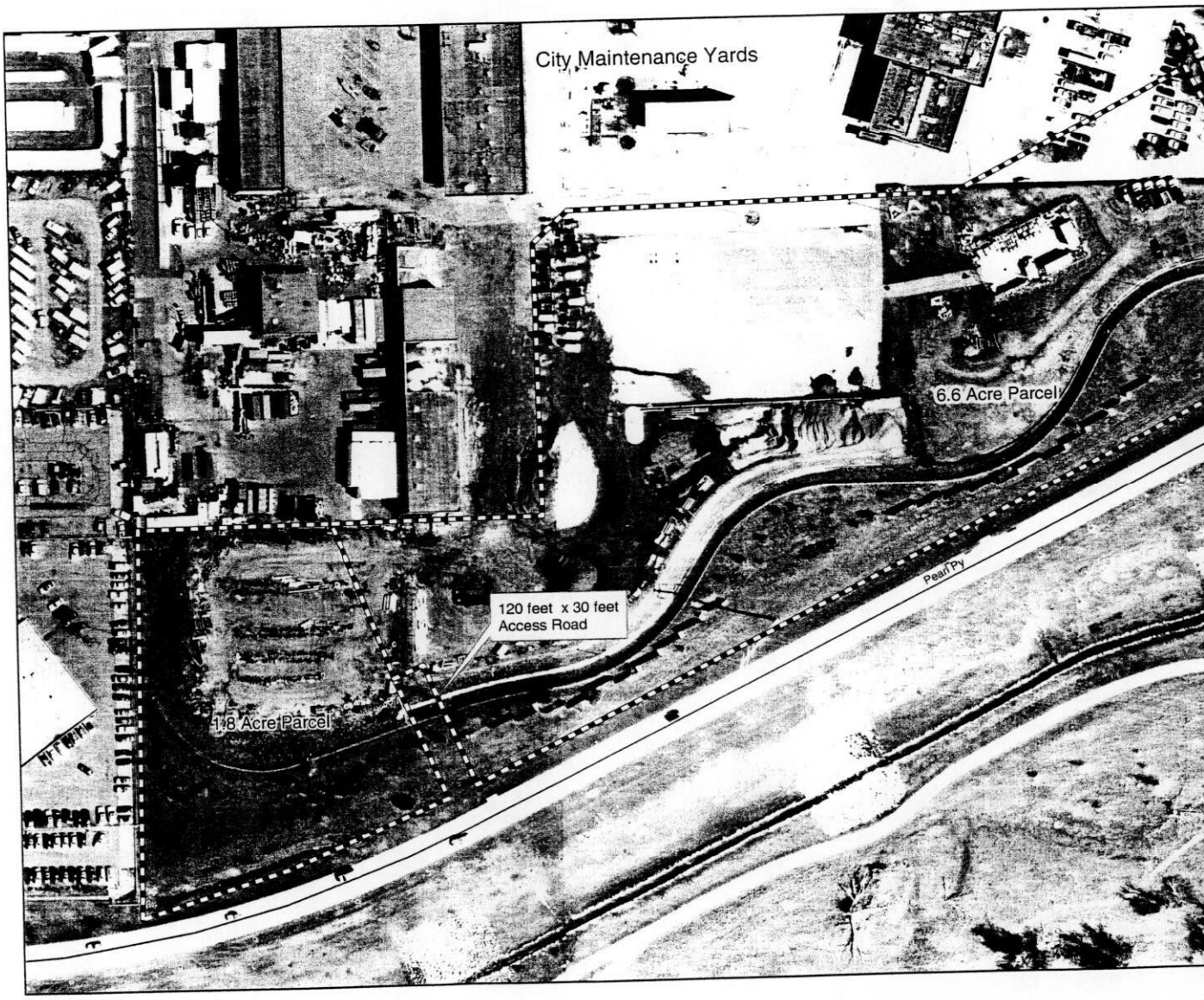
READ ON SECOND READING, PASSED, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY this _____ day of _____, 20__.

_____
Mayor

Attest:

_____
City Clerk on behalf of the
Director of Finance and Record

EXHIBIT A
to Ordinance No. _____



ATTACHMENT C

Outline of Terms and Conditions
Pollards/City Proposal
Yards "Safety Net" Proposal

Overview

Contracts

1. Sale of the 30th and Pearl Property to the City
2. Lease of the west portion of 30th and Pearl (~ 5.5 acres) to Pollard Friendly Motor Co
3. Option to purchase a ~6.6 acre parcel at City Yards property on East Pearl Street for Pollards

City Approvals

1. Final contract approvals by City Attorney
2. Final approval by City Council

Pollard Approvals

1. Final contract approval by attorneys for Pollard Family Trust, 30th and Pearl LLC (LLC), and Pollard Friendly Motor Co.
2. Approval by the Trustees of the various members of the Family Trust of the contracts.

Timing

1. Contracts completed September 2004
2. Council approval at September 2004 meeting
3. Closing in October

Transactions

I. Purchase 30th and Pearl Property

- 11.236 acres
- Price: $9.5 million

Terms

1. City pays $600,000 in earnest money when contracts signed, refundable under certain limited circumstances. After environmental assessments, if Pollards deems their site clean-up to be prohibitively expensive, within established parameters, Pollards may elect not to go forward, with earnest money refunded.

2. $6.4 million down.
3. Note to Pollard LLC for $2.6 million, which includes $100,000 in reimbursable expenses,. Monthly installments of approximately $26,516 including principal and interest (6.5 percent per annum for 10 years).

II. Leaseback

1. Pollard leases back western 5.5 acres of site for approximately $20,000 per month, no City maintenance, Pollard covers insurance and taxes.
2. Up to 10-year lease, shared use of access road, fencing between properties.
3. Pollard conducts a Phase II environmental assessment and is responsible for delivering a clean site.

III. Purchase Option for Yards frontage along Pearl Parkway

- ~6.6 Acres
- $3.59 million
- $116,000 annual credit from Pollard payments to the City applied against $3.59 million purchase price

Terms

1. Pollards provides the City with requirements for desired new property.
2. If found, and the site is acceptable to Pollards: 1-year notice before termination of rent; City will pay off their carry back with 1-year notice; Pollard purchases the identified site; City takes possession of western portion of site 30 days after business vacates; Pollard option on Yards site automatically extinguished.
3. If no other site found that meets Pollards requirements, then: Pollards has right to purchase the yards site through year 10; Pollards pursue site plan approval and dealership construction; Pollard vacates 30th and Pearl by end of year 12 and continues to pay rent through the possession period.
4. After year 3 but before year 10, City finishes the yard site, including: 6.6 acres; Old Pearl connects to Pearl Parkway west access road; power line relocation; lower grade; and rezone and subdivide.



Attachment D

Boulder Transit Village Site

Attachment E

Yards



June 1, 2004

Decision-making matrix
Options:

1. **Accept Contract**: Accept current proposal negotiated with Pollards
2. **Reject Contract:** Attempt to negotiate a better deal although this is the best the parties have been able to negotiat
3. **Eminent Domain:** Pursue site acquisition through eminent domain
4. **Reject Contract, Relocate Site for the Transit Village**: Reject contract proposal, relocate site for the Transit Vi against the city from Pollards
5. **Reduce Project Scope:** Attempt to purchase eastern half of site, proceed with transit station, terminate pursuit of
6. **Reject Contract, Cease Pursuit of Boulder Transit Village project**: Reject contract proposal, terminate pursui and expect claims against the city from Pollard

Goal:
Secure a site for the Boulder Transit Village that can accommodate current and future transit needs, as well as ad affordable housing needs

Options:	***Opportunities/Pros***	**Risks/Cons**
Accept Contract	• Allows project to proceed • Accomplishes an articulated Council priority project • Advances goals for the site that will create a new neighborhood, advance city affordable housing, transportation, and economic development goals, and serve to foster redevelopment in the area • Allows for transit improvements that will position the City for future transit improvements on US 36 and the Diagonal • Land banks an important site for the future vision and needs of the city	• Instead of being able to fully d vision, development would be ten plus years • Locks the City into a 12-year l • Market could change and resul • If circumstances change in the housing decreases, housing pri not considered viable for the s recover its investment through market rate
Reject Contract: Attempt to negotiate a better deal, although this	• Potentially reduces the cost or timeline for the City • Could be reinforced with a willingness to pursue eminent domain	• Restarting negotiations may da relationship and trust develope • Pollards may quit negotiations

Options:	Opportunities/Pros	Risks/Cons
is the best the parties have been able to negotiate over three years		seller • Passage of FasTracks may incr of the Pollard site
Eminent Domain	• Allows project to proceed • Accomplishes an articulated Council priority project • Advances goals for the site that will create a new neighborhood, advance city affordable housing, transportation, and economic development goals, and serve to foster redevelopment in the area • Allows for transit improvements that will position the City for future transit improvements on US 36 and the Diagonal • RTD could exercise eminent domain for the transit station portion of the parcel	• Requires that the City or RTD domain proceedings with a lon business • Legal costs of eminent domain • Unknown outcome in terms of • Uncertain timing if legal proce
Reject Contract: Reject contract proposal, relocate site for the Transit Village and expect claims against the city from Pollards	• May be able to avoid 10-year leaseback to Pollards and thus need to phase-in Transit Village over that time frame • Avoids risks associated with a longer-term acquisition process • Avoids the impacts on the Yards site • Provides the opportunity to sell a portion of the Yards site to another buyer at a higher price	• Because of technical requirem number of potential sites is ver • Substantial time and effort wa selection; and additional exper required • Indeterminate period of time f project • Would stall and potentially jec of articulated Council priority • Unknown outcome in terms of Council goals
Reduce Project Scope: Attempt to purchase eastern half of site, proceed	• Would allow project to proceed • Development likely to be less complicated and more quickly accomplished • Would not require that City proceed with eminent	• Loss of ability to create the vis • Would essentially be only a tr • The catalyst effect of the Tran of redevelopment in the area v

Options:	Opportunities/Pros	Risks/Cons
with transit station, terminate pursuit of Transit Village concept	domain	• Eliminating housing would pro • Would only address transit goa multiple goals, including affor • Reduces accomplishment of ar • Smaller project not likely to si redevelopment of area
Reject Contract, Cease Pursuit of Transit Village and expect claims against the city from Pollard	• City resources could be redirected to other priorities • Avoids risks associated with a longer-term acquisition process	• Needed transportation improve • Ability to prepare for future tra 36 and the Diagonal may be lo • Loss of a visionary project • The catalyst effect of the Trans of redevelopment in the area w • Does not accomplish an articul project • Does not address multiple Cou

ORDINANCE NO. 7392

AN EMERGENCY ORDINANCE RELATED TO 11.2 ACRES LOCATED ON THE NORTHEAST CORNER OF 30TH AND PEARL STREETS, AMENDING TITLE 9, B.R.C. 1981, GRANTING AN EXEMPTION FROM THE CITY'S SUBDIVISION PROCESS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE COMPLETION OF A CONVEYANCE OF THE PROPERTY FROM CITY OWNERSHIP.

WHEREAS, THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO, FINDS AND RECITES:

A. The City of Boulder (the "City") wishes to purchase from Thirtieth and Pearl, LLC, a Colorado limited liability company (the "Owner"), an 11.2 acre parcel located on the northeast corner of 30th and Pearl Streets, referred to as the "Property," as more fully described in the legal description attached as Exhibit A and incorporated herein by this reference; and

B. The City intends to develop the Property into the Boulder Transit Village and to leaseback a portion thereof to Pollard Friendly Motor Co. ("Pollard"), generally located on the western portion of the Property, as shown in Exhibit B; and

C. On April 2, 2002, Council approved an Intergovernmental Agreement (the "RTD IGA") with the Regional Transportation District ("RTD") to partner this project. RTD is providing $2.5 million for land acquisition and to participate in future transit construction, subject to receiving an undivided interest in the Property, generally located on the southeast portion of the Property, as shown in Exhibit C; and

D. Subsection 9-5-2(b), B.R.C. 1981, prohibits, among other things, sale or commencement and construction upon any portion of a proposed subdivision until a plat thereof is recorded.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO:

Section 1. The city council authorizes the city manager to execute, on behalf of the City of Boulder, Colorado, a deed, together with any related documents, regarding the division of the 11.2 acres into three separate parcels as described in Exhibits B, C, and D. The city manager is authorized to approve minor changes to the legal description in Exhibits B, C, and D necessary to purchase, convey, or finance such property.

Section 2. Subsection 9-5-2(b), B.R.C. 1981, is hereby amended to allow the division of a parcel of land in a manner that is consistent with Exhibits B, C, and D and the RTD IGA.

Section 3. The city council hereby exempts the Property from the City's subdivision process, to the extent that such rules may apply for the purposes of creating the parcels of land described in Exhibits B, C, and D.

Section 4. To the extent that this ordinance conflicts with any previously adopted ordinance of the City, such ordinances are suspended for the limited purpose of implementing this ordinance. This ordinance shall be an amendment to Title 9, "Land Use Regulation," B.R.C. 1981.

Section 5. The city council finds that an emergency exists due to the need to comply with those deadlines and requirements of the RTD IGA and the contract to purchase the Property from the Owner.

Section 6. This ordinance is necessary to protect the public health, safety, and welfare of the residents of the city, and covers matters of local concern.

Section 7. The city council deems it appropriate that this ordinance be published by title only and orders that copies of this ordinance be made available in the office the city clerk for public inspection and acquisition.

INTRODUCED, READ ON FIRST READING, PASSED, ADOPTED AS AN EMERGENCY MEASURE BY TWO-THIRDS COUNCILMEMBERS PRESENT, AND ORDERED PUBLISHED BY TITLE ONLY this 5th day of October, 2004.

Mark R Ruggin

Mayor

ATTEST:

City Clerk on behalf of the
Director of Finance and Record

EXHIBIT A
to Ordinance No. 7392

Our Order No. W347685-2

LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 3 AND 4, COMM 38, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5 F-1 #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS SOUTH 00 DEGREES 14 MINUTES 20 SECONDS EAST, THENCE NORTH 89 DEGREES 40 MINUTES 15 SECONDS EAST, 663.15 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29 AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 40 MINUTES 15 SECONDS EAST, 202.34 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29 TO A POINT ON A LINE 25.00 FEET NORTHWESTERLY, AS MEASURED RADIAL FROM THE CENTERLINE OF THE BURLINGTOIN NORTHERN RAILROAD TRACK (IN 1990);
THENCE SOUTHERLY, 290.07 FEET ALONG A LINE 25.00 FEET WESTERLY AND CONCENTRIC WITH THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD TRACK (IN 1990) AND ALONG THE ARC OF A CURVE CONCAVE TO THE EAST TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 919.91 FEET, A CENTRAL ANGLE OF 18 DEGREES 04 MINUTES 01 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 03 DEGREES 57 MINUTES 29 SECONDS WEST, 288.87 FEET;
THENCE SOUTH 05 DEGREES 24 MINUTES 31 SECONDS EAST, 170.57 FEET ALONG A LINE 25.00 FEET WESTERLY AND PARALLEL WITH THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD TRACK (IN 1990) TO A POINT OF CURVE TO THE LEFT;
THENCE SOUTHERLY, 158.31 FEET ALONG A LINE 25.00 FEET WESTERLY AND CONCENTRIC WITH THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD TRACK (IN 1990) AND ALONG THE ARC OF SAID CURVE TO THE NORTH LINE EXTENDED EASTERLY THAT TRACT OF LAND CONVEYED TO NATIONAL CONSTRUCTIN COMPANY, INC. AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1077 AS RECEPTION NO. 353627 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 1481.61 FEET, A CENTRAL ANGLE OF 06 DEGREES 07 MINUTES 19 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 08 DEGREES 28 MINUTES 11 SECONDS EAST, 158.24 FEET;
THENCE SOUTH 74 DEGREES 49 MINUTES 00 SECONDS WEST, 229.11 FEET ALONG THE NORTH LINE EXTENDED EASTERLY, ALONG THE NORTH LINE, ALONG THE NORTH LINE EXTENDED WESTERLY AND ALONG THE NORTH LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1077 AS RECEPTION NO. 353627 TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29;
THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS WEST, 30.80 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29 TO THE SOUTH LINE OF PARCEL A CONVEYED TO THE CITY OF BOULDER AS DESCRIBED IN GRANT OF EASEMENT AND RIGHT FOR PUBLIC STREET RECORDED ON FILM 1189 AS RECEPTION NO. 475073 OF THE RECORDS OF BOULDER COUNTY, COLORADO;
THENCE SOUTH 74 DEGREES 49 MINUTES 00 SECONDS WEST, 154.46 FEET ALONG THE SOUTH LINE OF SAID PARCEL A TO THE SOUTHWEST CORNER THEREOF;
THENCE NORTH 00 DEGREES 14 MINUTES 20 SECONDS WEST, 41.40 FEET ALONG THE WEST LINE OF SAID PARCEL A TO THE NORTHWEST CORNER THEREOF;
THENCE SOUTH 74 DEGREES 49 MINUTES 00 SECONDS WEST, 96.21 FEET ALONG THE

Our Order No. W347685-2

LEGAL DESCRIPTION

NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;
THENCE SOUTH 77 DEGREES 01 MINUTES 09 SECONDS WEST, 195.16 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET;
THENCE SOUTH 74 DEGREES 49 MINUTES 00 SECONDS WEST, 117.85 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET TO A POINT OF CURVE TO THE RIGHT;
THENCE NORTHWESTERLY, 69.39 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 56 DEGREES 00 MINUTES 00 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 77 DEGREES 11 MINUTES 00 SECONDS WEST, 66.67 FEET;
THENCE NORTHWESTERLY, 2.33 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO 3000 PEARL PARTNERSHIP AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1675 AS RECEPTION NO. 351290 OF THE RECORD OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 03 DEGREES 42 MINUTES 30 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35 DEGREES 56 MINUTES 46 SECONDS WEST, 2.33 FEET;
THENCE NORTH 00 DEGREES 14 MINUTES 20 SECONDS WEST, 20.34 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1675 AS RECEPTION NO. 351290 TO THE NORTHWESTERLY CORNER THEREOF;
THENCE NORTH 01 DEGREES 29 MINUTES 13 SECONDS WEST, 102.93 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 30TH STREET IN THE CITY OF BOULDER TO THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE NORTH 02 DEGREES 11 MINUTES 10 SECONDS WEST, 206.81 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER THEREOF;
THENCE NORTH 75 DEGREES 11 MINUTES 50 SECONDS EAST, 0.46 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 3;
THENCE NORTH 02 DEGREES 11 MINUTES 10 SECONDS WEST, 20.00 FEET ALONG THE WEST LINE OF SAID LOT 3;
THENCE NORTH 00 DEGREES 14 MINUTES 20 SECONDS WEST, 274.50 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF;
THENCE NORTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 493.60 FEET ALONG THE NORTH LINE OF SAID LOT 3;
THENCE SOUTH 79 DEGREES 49 MINUTES 40 SECONDS EAST, 131.13 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER THEREOF, A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29;
THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS WEST, 121.55 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29 TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL BARRELL & COMPANY
4840 PEARL EAST CIRCLE #114
BOULDER, COLORADO 80301-2475
(303) 442-4338

EXHIBIT B
to Ordinance No. 7392

OCTOBER 4, 2004

A DESCRIPTION OF THE WESTERLY PORTION OF THE POLLARD MOTOR COMPANY PROPERTY AT THE NORTHEAST CORNER OF PEARL STREET AND 30TH STREET, FOR THE CITY OF BOULDER.

LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5 F-1 #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS S00°14'20"E, THENCE N89°40'15"E, 663.15 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29; THENCE S00°12'00"E, 121.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE N79°49'40"W, 131.13 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE S89°45'40"W, 140.20 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

THENCE S00°59'00"E, 213.11 FEET;

THENCE N89°45'40"E, 63.99 FEET;

THENCE S00°59'00"E, 343.09 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;

THENCE S74°49'00"W, 46.16 ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET;

THENCE S77°01'09"W, 195.16 FEET ALONG THE NORTHERLY RIGHT-OF-WAY

LEGAL DESCRIPTION (CONT.)
LINE OF SAID PEARL STREET;

THENCE S74°49'00"W, 117.85 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHWESTERLY, 69.39 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 56°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS N77°11'00"W, 66.67 FEET;

THENCE NORTHWESTERLY, 2.33 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO 3000 PEARL PARTNERSHIP AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1075 AS RECEPTION NO. 351290 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE 3°42'30" AND BEING SUBTENDED BY A CHORD THAT BEARS N35°56'46"W, 2.33 FEET;

THENCE N00°14'20"W, 20.34 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1075 AS RECEPTION NO. 351290 TO THE NORTHWESTERLY CORNER THEREOF;

THENCE N01°29'13"W, 102.93 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 30TH STREET IN THE CITY OF BOULDER TO THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE N02°11'10"W, 206.81 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER THEREOF;

THENCE N75°11'50"E, 0.46 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE N02°11'10"W, 20.00 FEET ALONG THE WEST LINE OF SAID LOT 3;

THENCE N00°14'20"W, 274.50 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF;

THENCE N89°45'40"E, 353.40 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

AREA = 239,456 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL, BARRELL & CO.
4840 PEARL EAST CIRCLE, SUITE 114

(K. ALBERS - S2607-25A - 5694L.KSA)

BOULDER, CO 80301-2475
(303) 442-4338

EXHIBIT C
to Ordinance No. 7392

OCTOBER 4, 2004

A DESCRIPTION OF THAT PORTION OF THE POLLARD PROPERTY LOCATED AT THE NORTHEAST CORNER OF PEARL STREET AND 30TH STREET, TO BE CONVEYED TO THE RTD FOR THE CITY OF BOULDER.

LEGAL DESCRIPTION

A TRACT OF LAND 3.23 ACRES IN AREA LOCATED IN THE SOUTHEASTERLY PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND:

ALL THAT PORTION OF LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5 F-1 #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS S00°14'20"E, THENCE N89°40'15"E, 663.15 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 AND THE TRUE POINT OF BEGINNING;

THENCE S00°12'00"E, 121.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID LOT 3;

THENCE N79°49'40"W, 131.13 FEET ALONG NORTH LINE OF SAID LOT 3;

THENCE S89°45'40"W, 140.20 FEET ALONG THE NORTH LINE OF SAID LOT 3;

THENCE S00°59'00"E, 213.11 FEET;

(K. ALBERS - 2607-25A - 5696L.KSA

THENCE N89°45'40"E, 63.99 FEET;

THENCE S00°59'00"E, 343.09 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;

THENCE N74°49'00"E, 50.05 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET TO THE NORTHWEST CORNER OF PARCEL A CONVEYED TO THE CITY OF BOULDER AS DESCRIBED IN GRANT OF EASEMENT AND RIGHT FOR PUBLIC STREET RECORDED ON FILM 1189 AS RECEPTION NO. 475073 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE S00°14'20"E, 41.40 FEET ALONG THE WEST LINE OF SAID PARCEL A TO THE SOUTHWEST CORNER THEREOF;

THENCE N79°49'00"E, 154.46 FEET ALONG THE SOUTH LINE OF SAID PARCEL A TO THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29;

THENCE S00°12'00"E, 30.80 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTH LINE EXTENDED WESTERLY OF THAT TRACT OF LAND CONVEYED TO NATIONAL CONSTRUCTION COMPANY, INC. AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1077 AS RECEPTION NO. 353627 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE N79°49'00"E, 229.11 FEET ALONG THE NORTH LINE EXTENDED WESTERLY, ALONG THE NORTH LINE AND ALONG THE NORTH LINE EXTENDED EASTERLY OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1077 AS RECEPTION NO. 353627 TO A POINT ON A LINE 25.00 FEET WESTERLY, AS MEASURED RADIALLY FROM THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD TRACK (IN 1990);

THENCE NORTHERLY, 158.31 FEET ON A LINE 25.00 FEET WESTERLY AND CONCENTRIC WITH THE CENTERLINE OF SAID BURLINGTON NORTHERN RAILROAD TRACK (IN 1990) AND ALONG THE ARC OF A CURVE CONCAVE TO THE EAST TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 1481.61 FEET, A CENTRAL ANGLE OF 6°07'19" AND BEING SUBTENDED BY A CHORD THAT BEARS N08°28'11"W, 158.24 FEET;

THENCE N05°24'31"W, 170.57 FEET ALONG A LINE 25.00 FEET WESTERLY AND PARALLEL WITH THE CENTERLINE OF SAID BURLINGTON NORTHERN RAILROAD TRACK (IN 1990) TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHERLY, 290.07 FEET ALONG A LINE 25.00 FEET WESTERLY AND CONCENTRIC WITH THE CENTERLINE OF SAID BURLINGTON NORTHERN RAILROAD

TRACK (IN 1990) AND ALONG THE ARC OF SAID CURVE TO NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 20, SAID ARC HAVING A RADIUS OF 919.91 FEET, A CENTRAL ANGLE OF 18°04'01" AND BEING SUBTENDED BY A CHORD THAT BEARS N03°37'29"E, 288.87 FEET;

THENCE S89°40'15"W, 202.34 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE TRUE POINT OF BEGINNING.

AREA = 3.23 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL, BARRELL & CO.
4840 PEARL EAST CIRCLE, SUITE 114
BOULDER, CO 80301-2475
(303) 442-4338

EXHIBIT D
to Ordinance No. 7392

OCTOBER 4, 2004

A DESCRIPTION OF THE EASTERLY PORTION OF THE POLLARD MOTOR COMPANY PROPERTY AT THE NORTHEAST CORNER OF PEARL STREET AND 30TH STREET, FOR THE CITY OF BOULDER.

LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5 F-1 #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS S00°14'20"E, THENCE N89°40'15"E, 663.15 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 AND THE TRUE POINT OF BEGINNING;

THENCE S00°12'00"E, 121.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID LOT 3;

THENCE N79°49'40"W, 131.13 FEET ALONG NORTH LINE OF SAID LOT 3;

THENCE S89°45'40"W, 140.20 FEET ALONG THE NORTH LINE OF SAID LOT 3;

THENCE S00°59'00"E, 213.11 FEET;

THENCE N89°45'40"E, 63.99 FEET;

THENCE S00°59'00"E, 343.09 FEET TO THE NORTH RIGHT-OF-WAY LINE OF

PEARL STREET IN THE CITY OF BOULDER;
THENCE N74°49'00"E, 50.05 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET TO THE NORTHWEST CORNER OF PARCEL A CONVEYED TO THE CITY OF BOULDER AS DESCRIBED IN GRANT OF EASEMENT AND RIGHT FOR PUBLIC STREET RECORDED ON FILM 1189 AS RECEPTION NO. 475073 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE S00°14'20"E, 41.40 FEET ALONG THE WEST LINE OF SAID PARCEL A TO THE SOUTHWEST CORNER THEREOF;

THENCE N79°49'00"E, 154.46 FEET ALONG THE SOUTH LINE OF SAID PARCEL A TO THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29;

THENCE S00°12'00"E, 30.80 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTH LINE EXTENDED WESTERLY OF THAT TRACT OF LAND CONVEYED TO NATIONAL CONSTRUCTION COMPANY, INC. AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1077 AS RECEPTION NO. 353627 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE N79°49'00"E, 229.11 FEET ALONG THE NORTH LINE EXTENDED WESTERLY, ALONG THE NORTH LINE AND ALONG THE NORTH LINE EXTENDED EASTERLY OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1077 AS RECEPTION NO. 353627 TO A POINT ON A LINE 25.00 FEET WESTERLY, AS MEASURED RADIALLY FROM THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD TRACK (IN 1990);

THENCE NORTHERLY, 158.31 FEET ON A LINE 25.00 FEET WESTERLY AND CONCENTRIC WITH THE CENTERLINE OF SAID BURLINGTON NORTHERN RAILROAD TRACK (IN 1990) AND ALONG THE ARC OF A CURVE CONCAVE TO THE EAST TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 1481.61 FEET, A CENTRAL ANGLE OF 6°07'19" AND BEING SUBTENDED BY A CHORD THAT BEARS N08°28'11"W, 158.24 FEET;

THENCE N05°24'31"W, 170.57 FEET ALONG A LINE 25.00 FEET WESTERLY AND PARALLEL WITH THE CENTERLINE OF SAID BURLINGTON NORTHERN RAILROAD TRACK (IN 1990) TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHERLY, 290.07 FEET ALONG A LINE 25.00 FEET WESTERLY AND CONCENTRIC WITH THE CENTERLINE OF SAID BURLINGTON NORTHERN RAILROAD TRACK (IN 1990) AND ALONG THE ARC OF SAID CURVE TO NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 20, SAID ARC HAVING A RADIUS OF 919.91 FEET, A CENTRAL ANGLE OF 18°04'01" AND BEING SUBTENDED BY A CHORD THAT BEARS N03°37'29"E, 288.87 FEET;

THENCE S89°40'15"W, 202.34 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT 3.23 ACRE TRANSIT SITE IN THE SOUTHEASTERLY PORTION OF THE ABOVE DESCRIBED TRACT OF LAND TO BE CONVEYED TO THE REGIONAL TRANSPORTATION DISTRICT TO BE MORE PARTICULARLY DESCRIVED AT A LATER DATE.

AREA = 89,298 SQUARE FEET, MORE OR LESS. (AREA WITHOUT 140,699 SQUARE FEET (3.23 ACRES) TO BE CONVEYED TO RTD.)

LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL, BARRELL & CO.
4840 PEARL EAST CIRCLE, SUITE 114
BOULDER, CO 80301-2475
(303) 442-4338

CONTRACT TO BUY AND SELL REAL ESTATE

between

CITY OF BOULDER,
a Colorado municipal corporation

and

THIRTIETH AND PEARL, LLC,
a Colorado limited liability company

dated as of 9/23/_____**, 2004**

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CONTRACT TO BUY AND SELL REAL ESTATE
(Seller's Remedies Limited to Liquidated Damages)

THIS IS A LEGAL INSTRUMENT; IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

THIS CONTRACT TO BUY AND SELL REAL ESTATE ("Agreement") is entered into as of September 23rd, 2004 (the "***Effective Date***") between the CITY OF BOULDER, a Colorado municipal corporation (the "***City***") and THIRTIETH AND PEARL, LLC, a Colorado limited liability company whose address is 720 Pearl Street, Boulder, Colorado 80302 (the "***LLC***"and the "***Seller***").

RECITALS

A. The LLC is the owner of approximately 11.236 acres of property located at 30th and Pearl Streets, Boulder, Colorado presently being used as an automobile dealership (the "***Pollard Automobile Dealership***" or the "***Company***") and which is commonly known as the Pollard Friendly Motor Co., a Colorado Corporation, as such property is more specifically described on Exhibit A hereto (the "***Pollard Property***").

B. The City owns certain property located on Pearl Parkway, Boulder, Colorado containing approximately 44.9 acres of land [as the same is generally described on Exhibit B hereto] (the "***City Property***"), a portion of which containing approximately 6.6 acres more specifically described on Exhibit C hereto is presently being used by the City as a maintenance facility (the "***Yards Parcel***").

C. The City desires to obtain from the LLC the Pollard Property for the use and construction thereon of a mixed use "multi-modal" transportation center containing, without limitation, residential with underground parking, office, retail uses and ancillary uses, facilities and buildings (the "***City's Intended Use***").

D. The City Council for the City enacted Ordinance Number 7225 on August 20, 2002 approving condemnation of the Pollard Property (the "***Condemnation Ordinance***") and this Agreement is for the purpose of implementing the intent of such Condemnation Ordinance by mutual agreement of the parties, understanding that the LLC and the Company are acting under the threat of said condemnation.

E. The City and the LLC have been negotiating the purchase of the Pollard Property by the City. As a condition to completing the purchase of the Pollard Property, the City has agreed to grant to the Pollard Friendly Motor Co., a Colorado corporation (the "***Company***") an option to acquire the Yards Parcel for relocation of the Pollard Automobile Dealership or an alternative parcel satisfactory to the LLC and the Company for the relocation of the Pollard Automobile Dealership (the "***Option***") pursuant to the Option Agreement in the form of Exhibit E attached hereto (the "***Option Agreement***") and to lease a portion of the Pollard Property containing approximately 5.5 acres of property more specifically described in Exhibit D attached hereto (the "***West Parcel***") to the Company under the terms of a Lease Agreement substantially in the form attached hereto as Exhibit F (the "***Lease Agreement***").

NOW, THEREFORE, for valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

The defined terms used herein shall have the meaning given such terms in the context in which such terms are parenthetically defined. An index of such defined terms is attached hereto as Appendix I to this Agreement.

ARTICLE II

PURCHASE PRICE AND FINANCING TERMS FOR POLLARD PROPERTY

Section 2.01. Purchase Price. The purchase price ("***Purchase Price***") shall be Nine Million Five Hundred Thousand Dollars ($9,500,000.00).

Section 2.02. Earnest Money. The City shall deposit the sum of Six Hundred Thousand Dollars ($600,000.00) as earnest money (the "***Deposit***") with Land Title Guarantee Company (the "***Title Company***"). The Title Company shall invest the Deposit in money market or other investments acceptable to the LLC and the City so that the Deposit shall earn interest at the highest available rate, and any interest accrual shall belong to the LLC and shall be applied to the Purchase Price at Closing. The Deposit shall be paid to the Title Company on a business day (meaning a date that is not a Saturday, Sunday or holiday upon which the offices of the City are closed, such business day hereinafter a "***Business Day***") that is five (5) days after the formal vote by the Boulder City Council (the "***City Council***") approving this Agreement and the transactions contemplated hereby ("***City Council Approval***"). The City anticipates that such date shall not extend beyond September 21, 2004 and the City agrees to use its best efforts in conformance with its Charter and Ordinances to accomplish such City Council Approval by September 21, 2004 if this Agreement is timely executed and delivered by the LLC so that the Effective Date is not later than September 24, 2004.

Section 2.03. Purchase Price To Include. The Purchase Price shall include all easements and rights of way appurtenant to the Pollard Property, all surface and subsurface water rights, and all mineral and mineral rights, including sand and gravel, coal, oil and gas and shall include, without limitation, the following:

(a) *Mineral Rights*. All mineral rights owned by the LLC, including, but not limited to, any and all oil, gas, coal, coal bed methane, sand, gravel and all other minerals appurtenant to the Pollard Property.

(b) *Water Rights*. All water, water rights, wells, well rights, and all stock or adjudicated water rights, if any, existing on or attached to the Pollard Property. If the LLC owns any water rights comprising shares in any water stock company or any specifically adjudicated shares of water rights, relative to the property described in Exhibit A, the LLC shall convey these water shares to the City by deed and shall execute

all such stock transfers or other documents required by the City or any such water company to effectuate the transfer of water rights an shares in such water company from the LLC to the City.

(c) *Improvements and Personal Property*. The parties acknowledge that the Pollard Property is improved with facilities, buildings and fixtures common for use as a automobile dealership, including without limitation, a sales office building, gas facility, car wash, parking areas and similar improvements (collectively, the "***Pollard Improvements***"). Any Pollard Improvements included in this sale, including any fixtures shall be transferred free and clear of all liens of whatever nature, including, without limitation, any tax liens.

Section 2.04. Purchase Price Exclusions. The Purchase Price shall not include any of the LLC's or the Company's inventory, personal property, light fixtures, furniture, hydraulic lifts, service and related operating equipment, removable fixtures or trade fixtures owned or used by the LLC or the Company.

Section 2.05. Payment of the Balance of Purchase Price. The City shall pay the balance of the Purchase Price on the Closing Date (as hereinafter defined) as follows:

(a) *Seller Carry-back*. The LLC shall provide to the City carry-back financing of a portion of the Purchase Price in an amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000.00) (the "***Seller Financed Amount***") for a period of ten (10) years with a fixed interest rate of six and one half percent (6.5%) and with payments of interest and principal in the amount of $28,865.00 (based on a 10-year amortization schedule) shall be due on the first day of each month, with interest for the month of Closing collected at the Closing and with regular payments of principal and interest beginning on the first day of the second month following the Closing Date. There shall be a Seller-carry financing fee in the amount of One Hundred Thousand Dollars ($100,000.00) (the "***Seller Financing Fee***") payable by the City to the LLC together with interest thereon at the fixed interest rate of six and one-half percent (6.5%), payable on the earlier of the date that the Seller Financed Amount is due and payable or the earlier prepayment or acceleration of the Seller Financed Amount. Such Seller Financing Fee shall be deemed fully earned and due upon the making of the Seller carry back loan for the Seller Financed Amount. There shall be no penalty for prepayment provided prior notice is given and such prepayment is made on a payment date. The City shall have the right to structure the financing vehicle for payment of the Seller Financed Amount and the Seller Financing Fee to the LLC in a manner that is reasonably consistent with Colorado Constitutional law and Boulder City financing requirements. The City represents that it may consider using a carry-back promissory note and deed of trust or a capital lease or financing through the Boulder Municipal Property Authority ("BMPA"), or such other structure selected by the City that will meet the financing requirements of the City and will provide to the LLC a secured first lien against the Pollard Property under the terms set forth in this Section 2.05 and financing documents reasonably acceptable to Seller which shall include the following: 1) provision for foreclosure in the event of default by City (or BMPA, as the case may be); 2) provision for immediate appointment of a receiver in case of default in the payment of the Seller

Financed Amounts; and 3) a requirement that City provide a mortgagee's title policy insuring the lien of the mortgage as a first priority lien on the Pollard Property subject to Permitted Exceptions. The City anticipates using the following structure for securing the Seller Financed Amount and the Seller Financing Fee (which shall be subject to annual appropriation by the Boulder City Council.) The City shall cause the title to the Pollard Property to be deeded to BMPA in connection with the Closing under this Agreement. BMPA will, concurrently lease the Pollard Property to the City and the City shall enter into the Lease of the West Parcel to the LLC. In connection with the Closing, BMPA shall deliver to the Company a promissory note and deed of trust in a standard form with such commercially reasonable additional provisions as BMPA and the City may deem necessary to comply with its financing requirements and to conform such financing to the terms of this Agreement. Such documents shall include a provision requiring payments to be made thereunder to the LLC on a monthly basis using electronic payment systems. Any amount to be paid to the LLC as a part of the Seller Financed Amount and not paid within five (5) days from the date such payment is due shall incur a late fee in the amount of ten percent (10%) of the payment then due. Notwithstanding the annual appropriation requirement described above, said Seller Financed Amount and Seller Financing Fee shall further provide that in the event of any default in the payment of any moneys due thereunder, the LLC's remedies shall be limited to foreclosure of the deed of trust or applicable lien instrument according to its terms, and that the LLC shall have no other recourse under the financing documents against the City, BMPA, and their respective employees or agents or any other agency used to facilitate the financing contemplated hereby. The Seller Financed Amount and the Seller Financing Fee shall be secured by a first lien (appropriate to the form and structure of such financing selected by the City and approved by and coordinated with the LLC) for the benefit of the LLC; provided, however the lien shall encumber only the West Parcel at such time as the West Parcel is properly subdivided from the remaining Pollard Property in accordance with Article X of this Agreement. In such event, the LLC shall cooperate with the City in partially releasing or otherwise amending the lien documents to reflect the partial release of the East Parcel as collateral as contemplated by this Section 2.05(a). In no event, however, shall such partial release reduce the amount owed or modify the payment terms of the underlying instrument evidencing the Seller Financed Amount and the Seller Financing Fee due to the LLC. The City shall have the right to maintain subordinate financing on the Pollard Property (as long as such financing lien is expressly subordinate and inferior to the lien securing the Seller Financed Amount and the Seller Financing Fee) until the Pollard Property is subdivided, whereupon such subordinate lien shall be released against the West Parcel and shall only be secured by the East Parcel or such portion thereof as the City deems appropriate.

(b) *Right of the LLC to Reasonable Approval of City Financing Structure.* The City agrees to provide an outline of the City's proposed financing structure (which will evidence that such structure is as outlined in Subsection (a) above or is an alternative financing structure that is proposed by the City) for the Seller Financed Amount and the Seller Financing Fee. Such outline shall be provided by the City to the LLC within fourteen (14) days after the date the City Council approval of this Agreement is obtained. The outline shall include the proposed form of promissory note and deed of trust. Upon receipt thereof, the LLC shall use commercially reasonable efforts to review and approve

such financing structure. If the LLC determines that the proposed structure is not consistent with this Agreement or otherwise does not provide the repayment of the Seller Financed Amount and the Seller Financing Fee in a manner consistent with the intent of this Agreement, then the parties agree to negotiate in good faith to approve a financing structure acceptable to both parties. Upon failure to agree to such financing structure within ten (10) days, the LLC shall have the right by written notice to the City to terminate this Agreement, whereupon the parties shall be released of all obligations hereunder and the Deposit shall be immediately returned to the City and the interest thereon shall be paid to the LLC.

(c) *Cash Payment of Balance of Purchase Price*. The Purchase Price of $9,500,000 shall be paid by the City at Closing as follows:

Earnest money Deposit to be applied at Closing	$600,000
Seller Financed Amount	$2,500,000
Balance in cash or its equivalent, in immediately available US funds	$6,400,000*

*(subject to closing adjustments)

ARTICLE III

TITLE MATTERS

Section 3.01. Permitted Exceptions. The LLC shall transfer and convey fee simple title and interest in the Pollard Property to the City, subject only to those title exceptions disclosed on the attached Exhibit G (collectively, the "***Permitted Exceptions***") and such matters as the City may waive or consent to pursuant to Section 3.03 and the matters shown on the current or new plat applicable to the Pollard Property contemplated by this Agreement.

Section 3.02. Title Documents. On or before ten (10) days after the Effective Date, the City shall (at the City's expense), provide the following title evidence covering the Pollard Property (collectively, the "***Title Documents***"):

(a) *Title Commitment*. A title insurance commitment from Land Title Company on the Pollard Property, providing for ALTA Form B 1970 with owner's extended coverage or reasonably equivalent commitment/policy (the "***Title Commitment***") issued by the Title Company showing the status of record title to the Pollard Property, together with legible copies of all recorded documents referred to in the Title Commitment. The Title Commitment must commit to insure title to the Pollard Property in the name of the City or its designee in the full amount of the Purchase Price, subject only to the Permitted Exceptions. The Title Commitment shall further commit to delete the standard printed exceptions pertaining to: (i) rights of claims of parties in possession not shown by public records; (ii) easements or claims of easements not shown by public record; (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any facts which a correct survey and inspection of the Pollard Property would disclose and which are not shown by public record; (iv) any lien or right to lien for services, labor or materials theretofore or hereinafter furnished imposed by law

and not shown by the public record; (v) effects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date of such Title Commitment but prior to the date the proposed insured acquires of record for value the estate covered by the Title Commitment; and (vi) creditors' rights. The owner's policy of title insurance for the Pollard Property is to be issued to the City pursuant to the Title Commitment. The Title Commitment shall include (at the City's expense) a commitment to insure the lien of the Seller Financed Amount for the benefit of the LLC. The LLC or the Company shall have the right to obtain a leasehold and/option policy of title insurance insuring the Company's interest in the Lease Option insuring the leasehold interest in the West Parcel and the Option interest in the Yards Parcel, which leasehold policy and/or option policy shall be at the LLC's or the Company's sole election and at the LLC's or the Company's sole cost and expense. The City will cooperate in the execution of such reasonable and customary documents as the Title Company may request to issue such policies.

(b) *Tax Certificate*. A certificate of taxes due covering the Pollard Property prepared by the Treasurer of Boulder County, Colorado and an updated certificate of taxes due covering the year of Closing.

(c) *Survey*. On or before September 24, 2004 the City shall provide to the LLC and the Title Company, at its expense, an updated version of the Drexel, Barrell & Co. survey dated March 20, 2000 meeting ALTA/ACSM Land Title Survey (1999 Standards) for an Urban Class Survey of the Pollard Property, or other survey reasonably acceptable to the City prepared by a licensed Colorado surveyor, which shall include the items specified below (the "***Survey***") showing the size and configuration of the Pollard Property and shall separately show the West Parcel as a portion thereof. The Survey shall contain the legal description of the Pollard Property and shall show the bearings and distances of all boundary lines, all improvements thereon, all easements and other title matters encumbering or appurtenant thereto, the location of all dedicated public rights-of-way adjacent thereto, any encroachments onto or off of the Pollard Property, the Federal and City flood zone designation and any other matters that would be disclosed by an accurate survey. The Survey shall include the square footage of the Pollard Property. The Survey shall contain the certification of the surveyor sufficient for deletion of the standard survey exception from the Title Commitment, and shall be certified to the City, its successors and assigns, the LLC, and the Title Company. The City shall require the surveyor to deliver the Survey to the City in an electronic CADD format at the City's expense.

Section 3.03. Defects of Title. The City shall have the right to object to any defect of title which appears in the Title Documents and which renders title to the Pollard Property unmerchantable or which makes the Pollard Property unsuitable for the City's Intended Use as determined in the City's sole and absolute discretion (a "***Defect of Title***") except as to the Permitted Exceptions. Any objection to a defect of title must be in writing and must be received by the LLC no later than ten (10) Business Days after City's receipt of all the Title Documents (including the Survey) (the "***Title Objection Deadline***"). The City's failure to provide the LLC with written notice of an objection to any title matter appearing in a Title Document within the Title Objection Deadline shall be deemed to be a waiver by the City of any objection it might

otherwise have; and all such waived or approved title matters shall become additional "Permitted Exceptions." Notwithstanding the foregoing, if a defect of title is not revealed in the Title Documents and is first discovered by the City prior to Closing or if any new exceptions to title are added to the Title Commitments by the Title Company, the City shall have until the earlier of (i) ten (10) days after the later of (x) the date of the City's discovery of the Defect of Title or (y) the receipt of an updated, revised Title Commitment showing the new title exception, or (ii) the date of the Closing to provide the LLC with notice of its objection to the Defect of Title. If the LLC receives timely written notice from the City of a Defect of Title, the LLC shall have the right, in its sole discretion except as otherwise specified herein, to (a) correct or cure the Defect of Title, (b) with the City's reasonable consent, obtain title insurance over the Defect of Title through title policy endorsement or otherwise, or (c) notify the City that the LLC does not intend to cure or insure over the Defect of Title. If the LLC elects to cure any defect of title, the LLC shall have a period of thirty (30) days after the LLC's receipt of the City's notice of such Defect of Title in which to cure such Defect of Title unless otherwise agreed to by the parties. If the LLC is unable or unwilling to cure or insure over a Defect of Title, the City shall have the right to either (a) terminate this Agreement and its obligations hereunder, or (b) waive its objection to the Defect of Title and proceed to Closing. If the City elects to terminate this Agreement, the Title Company shall return the Deposit to the City and neither party shall have any further obligation hereunder. If the City elects to waive its objection to the Defect of Title, the title matter objected to shall thereafter be considered a "Permitted Exception." Notwithstanding the foregoing to the contrary, any lien, mortgage or monetary encumbrance against the Pollard Property (other than real property taxes for the year of closing which are not yet due and payable) will not be considered a Permitted Exception and the Pollard Property will be conveyed to the City free and clear of any such liens, mortgages or monetary encumbrances and any such amounts shall be paid by the LLC or shall be paid from the proceeds of the Purchase Price due to the LLC at the Closing.

ARTICLE IV

INSPECTION OF PROPERTY; ENVIRONMENTAL STUDIES

Section 4.01. The LLC's Inspection Items; Obligation to Proceed to Obtain Environmental Studies. The LLC shall, on or before seven (7) business days after the Effective Date, deliver to the City copies of all surveys, topographic maps, geotechnical studies and maps, plans, drawings, title policies and documents referred to therein, development agreements, easements, applications for rezoning and other entitlements, engineering and traffic reports, soil studies, environmental and wetlands studies, written notices or communications received by the LLC (if any) from governmental agencies relating to environmental matters other than those from the City or its agencies), geological studies and all other studies, tests and documents related to the Pollard Property in the actual physical possession of or known to exist and reasonably susceptible to being obtained by the LLC and its agent, attorneys and independent contractors using reasonably diligent efforts. The LLC at all times shall keep the City apprised of any changes in any of the foregoing and any additional information received by the LLC relating to the Pollard Property. Within five (5) Business Days following the Effective Date, the LLC shall initiate an environmental study (including a Phase I and Phase II study) of the Pollard Property by Freedom Environmental Consultants, Inc., Richard Luce, P.G., 12808 W. 56th Place, Arvada, Colorado 80002-1330 (the "***Environmental Consultant***"). The Environmental

Consultant shall prepare an environmental report for the Pollard Property using standards and specifications to be reasonably specified by the City and in compliance with ASTM 1527-2000 and 1903-07 and which will satisfy the "all appropriate inquiry" standards of CERCLA Section 101 (35)(B) (collectively, the "***Environmental Study Standards***"). The resulting environmental reports (including both Phase I and Phase II studies in a combined report) (collectively, the "***Pollard Property Environmental Report***") prepared by the Environmental Consultant for the Pollard Property using the Environmental Study Standards shall (i) evaluate pollutants, contaminants and Hazardous Substances (as defined herein) and asbestos, radon and lead-based paint, (ii) set forth the environmental cleanup requirements and specifications for the cleanup of environmental contaminants on or resulting from the use of the Pollard Property, separately identifying environmental cleanup issues relating to the West Parcel and the East Parcel, using a "clean" standard for such cleanup as defined by the Environmental Consultant and consistent with state and federal law and necessary to meet the then applicable requirements to obtain a determination of and subsequent issuance by the Colorado Department of Health and Environment that no further action is necessary with no restrictions or use limitations (the "***Clean Determination***"), (iii) estimate the total cleanup costs therefor for the Pollard Property (separately identifying environmental cleanup estimates relating to the West Parcel and the East Parcel as hereinafter defined) to meet the Clean Determination standard, and (iv) be certified to or otherwise provide for commercially reasonable detrimental reliance by the City and the LLC.

Section 4.02. The City's Yards Parcel Inspection Items; Obligation to Proceed to Obtain Environmental Studies on Yards Parcel. The City shall, on or before seven (7) days after the Effective Date, deliver to the LLC copies of all existing surveys, topographic maps, geotechnical studies and maps, plans, drawings, title policies and documents referred to therein, development agreements, easements, rezoning proposals and other entitlements, engineering and traffic reports, soil studies, environmental and wetlands studies, notices or communications from governmental agencies, geological studies and all other studies, tests and documents related to the Yards Parcel in the possession of or known to exist and reasonable susceptible of being obtained by the City using reasonably diligent efforts and its agent, attorneys and independent contractors specific to the Yards Parcel. The City at all times shall keep the LLC apprised of any changes in any of the foregoing and any additional information received by the LLC relating to the Yards Parcel. The City shall, on or before five (5) days after the Effective Date, initiate an environmental study (including Phase I and Phase II study in a combined report) of the Yards Parcel through the Environmental Consultant in accordance with the same Environmental Study Standards required in connection with the Pollard Property Environmental Report required pursuant to Section 4.01 above. The resulting environmental report (the "***Yards Parcel Environmental Report***") shall (i) evaluate pollutants, contaminants and Hazardous Substances (as defined herein) and asbestos, radon and lead-based paint, (ii) set forth the environmental cleanup requirements and specifications for the cleanup of environmental contaminants on or resulting from the use of the Yards Parcel, separately identifying environmental cleanup issues relating to the Yards Parcel using a "clean" standard for such cleanup as defined by the Environmental Consultant, (iii) estimate the total cleanup costs therefor for the Yards Parcel to meet the Clean Determination standard, and (iv) be certified to or otherwise provide for commercially reasonable detrimental reliance by the City and the LLC.

Section 4.03. Right to Review Results of Environmental Studies. On or before September 24, 2004 (the "***Outside Environmental Report Completion Date***") the Pollard

Property Environmental Report and the Yards Parcel Environmental Report shall be completed unless extended pursuant to Section 4.04. Unless this Agreement is otherwise terminated as provided herein, within ten (10) Business Days after the delivery of such reports, the parties agree to meet with one another and with the Environmental Consultant and any other consultants or advisors that the parties may deem desirable to review with one another the Pollard Property Environmental Report and the Yards Parcel Environmental Report. Neither party shall be obligated to deliver a copy of their respective environmental reports at such meeting; provided, however, the parties agree to disclose the results contained therein and to allow each other to examine and review the reports at the meeting (but not to retain a copy). If the parties proceed under this Agreement and do not terminate as provided in Sections 4.05 and 7.01, then the parties shall deliver copies of the respective environmental reports to one another upon written request of the other party.

Section 4.04. Right to Extend Closing if Environmental Reports Not Completed. In the event that the Pollard Environmental Report and/or the Yards Parcel Environmental Report are not completed on or before the Outside Environmental Report Completion Date due to, among other reasons, that the Environmental Consultant indicates that further testing is required, then all dates herein that are timed with respect to such environmental reports and the Closing Date pursuant to Section 8.01 shall be extended at the written election of either party for a period of sixty (60) days for the purpose of completing such environmental reports.

Section 4.05. The LLC's Right to Terminate Based on Pollard Parcel Environmental Report; City's Election Rights. In the event that (i) the Pollard Property Environmental Report evidences that the remediation and cleanup cost estimates for the Pollard Property (the "***Pollard Cleanup Estimate***") exceeds the amount of two hundred thousand dollars ($200,000.00) (the "***Cleanup Termination Trigger Amount***"), or (ii) the insurance available pursuant to Section 4.07(b) is determined by the LLC to be inadequate (in the exercise of its sole discretion), then the LLC shall have the right to elect to terminate this Agreement upon written notice (the "***Pollard Termination Notice***") to the City delivered to the City (with a copy to the Title Company) on or before the end of the tenth (10^{th}) Business Day after delivery of the Pollard Property Environmental Report, (the "***Pollard Termination Election Date***"). The LLC's failure to provide the City with a written Pollard Termination Notice shall be deemed to be a waiver by the LLC of its rights to terminate this Agreement due to the cost of remediation and cleanup of the environmental contamination matters as shown in the Pollard Property Environmental Report exceeding the Cleanup Termination Trigger and this Agreement shall remain in full force and effect. In the event that the LLC elects to terminate this Agreement as provided in this subsection 4.05 (i) above, then the City shall have the right (but not the obligation) by delivering written notice (the "***City's Election Notice for Environmental Cleanup***") to the LLC within five (5) Business Days (the "***Outside Cleanup Election Date***") after the City's receipt of the Pollard Termination Notice to agree to pay the difference between the Cleanup Termination Trigger Amount and the estimated cleanup cost as shown in the Pollard Property Environmental Report (such difference the "***Cleanup Differential***"). In the event that the City elects to pay the Cleanup Differential, then, upon receipt of the City's Election Notice for Environmental Cleanup, the parties agree to enter into an amendment of this Agreement modifying and increasing the Purchase Price to include the amount of the Cleanup Differential. Failure by the City to deliver the City's Election Notice for Environmental Cleanup, shall be deemed to be an election by the City not to pay the Cleanup Differential. In the event that the LLC delivers the Pollard

Termination Notice and the City fails to elect to pay the Cleanup Differential (if the Pollard Termination Notice has been given pursuant to Section 4.05(i) or expressly by written notice waives such election, then this Agreement shall be deemed terminated in all respects and neither party shall have any further responsibilities hereunder and the Deposit and all interest earned thereon shall be immediately returned to the City at the end of the Outside Cleanup Election Date or any earlier date that the City waives such election in writing.

Section 4.06. Payment for Environmental Reports for Pollard Property. In the event that this Agreement is terminated by the LLC in accordance with the provisions of Section 4.05 above, then the LLC shall have the sole obligation to pay for the cost of the Pollard Property Environmental Report. In the event that this Agreement is not terminated pursuant to the provisions of Section 4.05 above, then the City shall reimburse the LLC for the cost of the Pollard Property Environmental Report and such amount shall be paid to and credited to the LLC in connection with the Closing.

Section 4.07. Cleanup Obligations and Costs for Pollard Property.

(a) *LLC Responsibility for Environmental Impairments.* In the event that this Agreement is not terminated hereunder, then the obligation for the cleanup and for payment of all cleanup costs for any environmental impairments, disclosed in the Pollard Property Environmental Report shall be the sole responsibility of the LLC and the LLC shall bear all costs and expenses incurred in connection therewith, not to exceed the Pollard Cleanup Estimate plus the Cleanup Differential (with the Company remaining responsible for cleanup of any contamination it creates during the term of the Lease). The parties acknowledge that, after the Closing, it is intended that the Company shall lease from the City the West Parcel for the continued use by the Company as the Pollard Automobile Dealership and, therefore, at the express written election by the LLC, the environmental contamination remediation and cleanup on the West Parcel shall not be required to be commenced until the earlier of (i) the termination of operation of the West Parcel by the Company as an automobile dealership under the terms of the Lease or (ii) such earlier time as may be elected by the LLC or the Company (the "***West Parcel Cleanup***"). However, the remainder of the Pollard Property other than the West Parcel (such property the "***East Parcel***") shall be remediated and cleaned-up to the Clean Determination for the use thereof by the City.

(b) *Risk of Unknown and Undisclosed Environmental Conditions.* The parties acknowledge that there are risks associated with unknown or undisclosed conditions on the Pollard Property that may increase the cost of environmental contamination remediation and cleanup beyond that estimated in the Pollard Property Environmental Report. The parties desire to allocate such risks as follows:

(i) Within ten (10) days after the date of this Agreement, the parties agree to use their good faith efforts to cause an insurance company licensed to issue insurance in the State of Colorado to issue a bid for the cost of providing an environmental risk insurance policy product with a deductible amount for all occurrences that is not in excess of $200,000.00 and with such other terms as may be reasonably acceptable to the parties insuring the risks of undisclosed and

unknown environmental contamination on the Pollard Property (the "***Environmental Risk Policy***"). If the premium for the Environmental Risk Policy does not exceed $100,000.00 (allocated $50,000.00 to the City and $50,000.00 to the LLC), the parties agree to share in the cost of the premium for the Environmental Risk Policy. The cost of the premium therefor shall be paid at Closing as a prorated expense. If the cost of the premium exceeds $100,000.00, then the parties agree to review the actual cost and to negotiate in good faith as to a mutually acceptable resolution of the payment of the difference in the premium amount over $100,000.00. In no event shall the premium cost of the Environmental Risk Policy be deemed allow the LLC to terminate this Agreement; provided, however, that if the parties cannot reach a resolution as to the payment of the difference for the Environmental Risk Policy premium in excess of $100,000.00, then the City may (but is not obligated to) pay the difference or elect by written notice to the LLC to terminate this Agreement, whereupon this Agreement shall be deemed terminated and the Deposit shall be returned to the City.

(ii) In the event that the Environmental Risk Insurance is obtained by the parties as provided above, then both parties shall be names as insured parties thereunder. The parties shall use their best efforts to comply with the requirements of the policy and agree to copy each other on all notices given and received under the policy. In the event of a claim, the deductible shall be shared equally between the parties when due.

(iii) Except with respect to the sharing of the costs of the Environmental Risk Insurance as described above, it is the express intent and agreement of the parties that the LLC shall bear only the cleanup responsibilities and costs associated with the prior ownership and operation of the Pollard Property not to exceed the Pollard Cleanup Estimate plus the Cleanup Differential (if the LLC does not terminate this Agreement as provided in Section 2.05 or, with such Cleanup Differential being paid by the City if the LLC terminates and the Company desires to pay the Cleanup Differential as provided in Section 4.05). If the LLC or the Company does not choose to cleanup the West Parcel immediately as provided herein, the LLC and the Company shall also bear the risk that the cost of such cleanup on the West Parcel may increase due to, among other things, the passage of time, increased cleanup standards and the continued use and possession of the West Parcel may increase at such time as the LLC proceeds with the West Parcel Cleanup. The Company shall bear any such increased costs plus the cost of any cleanup necessitated by its action during its occupancy under the Lease Agreement.

(iv) Nothing herein shall impose liability on the LLC or the Company for environmental mitigation problems and related matters that arise during the term of the Lease Agreement as a result of migration of contamination onto the Pollard Property from off-site while the City is the owner of the West Parcel and such risks shall be borne by the City as the then-owner of the West Parcel subject to the right of the Company to occupy such West Parcel pursuant to the terms of

the Lease Agreement. However, the Company shall deliver written notice to the City if the Company receives actual knowledge of an adjacent property owner's potential liability for environmental contamination of the West Parcel occurring during the term of the Lease Agreement. It is the intent of the parties that the risk of unknown defects, migration liability and environmental risks relating to the period of the LLC's ownership shall be accommodated or waived as provided in Subsection (i) above. The Environmental Risk Insurance shall not cover such risks that may arise in the future on the West Parcel due to such increased contamination due to continued use and operation of the West Parcel by the Company under the Lease.

(c) *Cleanup Contracts; Security for Payment of Cleanup Costs; Escrow*. The LLC shall use an environmental contractor experienced in environmental cleanup in the Boulder/Denver Colorado metropolitan areas and such contractor shall be approved by the City in writing which approval shall not be unreasonably withheld, conditioned, or delayed. Any contract for cleanup of such environmental matters disclosed in the Pollard Property Environmental Report shall expressly state that the City shall be a third–party beneficiary and all insurance policies (including builder's risk and all other policies issued under such contract) shall name the City as an additional insured and shall provide that such policies may not be cancelled without the written consent of the City. The City shall have the right to elect to have the lesser of (i) 100% of the Pollard Cleanup Estimate or (ii) $200,000.00 escrowed in an interest bearing account with the Title Company (or an alternative escrow agent acceptable to the parties) at Closing and such escrowed amounts shall be paid from time to time in connection with cleanup costs actually incurred based on delivery of requisition forms, lien waivers and delivery of such other items as the City may reasonably require in connection with the disbursement of proceeds in the nature of construction funding in a commercially reasonable draw process.

(d) *Timing of Cleanup of East Parcel of Pollard Property; Election Not to Cleanup West Parcel During Lease Term*. Remediation and cleanup, if necessary, of the East Parcel of the Pollard Property shall be promptly initiated by the LLC and not later than sixty (60) days after the Closing Date except as otherwise provided herein. Such remediation shall be prosecuted in a diligent manner and shall be completed in a reasonable period of time after initiation of the cleanup work, without delay. From and after the Closing Date, the City does hereby grant to the LLC a limited, non-exclusive construction easement over and the right of access to the East Parcel for the sole purpose of completing the environmental cleanup of the East Parcel in a commercially reasonable manner. In connection with such right of access granted hereunder, the LLC shall and does hereby agree to indemnify and hold harmless the City from and against all costs and expenses incurred by the City for damages caused by the LLC or its employees and/or contractors in performing the cleanup obligations pursuant to this Agreement. In the event that the LLC chooses not to cleanup the West Parcel until the operations of the Company thereon as an automobile dealership are terminated under the terms of the Lease, then the funds in escrow shall be maintained in escrow (whether with the Title Company or with an alternative escrow officer acceptable to both parties) for the duration of the term of the Lease. The Company shall be responsible under the Lease for such

environmental cleanup of any new contamination occurring on the West Parcel as a result of the activities of the Company.

(e) *Proof of Cleanup; Certification*. Upon completion of the cleanup of the Pollard Property (or, at the election of the LLC, the cleanup of the East Parcel) the LLC shall deliver a letter to the City to evidence that such East Parcel portion of the Pollard Property has been "cleaned" in accordance with the Clean Determination standard. Any funds remaining in escrow for environmental remediation purposes after the delivery of the LLC letter shall be released to the LLC.

(f) *Cleanup of West Parcel at Lease Termination*. Prior to the Lease termination date or within a reasonable time after the earlier cessation of the use of the West Parcel by the Company as an automobile dealership, and, in any event, prior to relinquishment of possession by the Company of the West Parcel under the term of the Lease, the LLC and the Company shall, subject to the limitations set forth herein, be responsible for the completion of the cleanup in accordance with the Pollard Property Environmental report to the Clean Determination standard. The provisions of this Agreement clarify and, in the case of conflict with the provisions of the Lease, shall control the provisions of the Lease with respect to LLC and Company cleanup obligations.

(g) *City's Election to Conduct Cleanup*. Notwithstanding anything herein to the contrary, the City shall have the right (but not the obligation) by written notice to the LLC to perform or cause to be performed the cleanup of the East Parcel, including the selection and administration of the contract or contracts for such cleanup work. The City shall exercise its right to elect to conduct the cleanup on or before the Closing Date by written notice to the LLC. In such event, the amount equal to the Pollard Cleanup Estimate related to the East Parcel shall be credited to the City and the City shall have the right to contract for and complete such cleanup of the East Parcel. Upon cessation of the use by the Company of the West Parcel for an automobile dealership as provided in the Lease Agreement, the City shall have the right (but not the obligation) by written notice to the Company and the LLC to elect to perform the cleanup of the West Parcel, including the selection and administration of the contract or contracts for such cleanup work. In such event, the amount equal to that portion of the Pollard Cleanup Estimate applicable to the West Parcel, if any, shall be paid over to the City by the LLC, the Company or the escrow agent, as applicable, and the City shall have the right to contract for and complete such cleanup. The LLC and the Company shall be fully discharged from any further liability and obligation with respect to the cleanup of either or both of the Parcels upon the City's election to conduct cleanup.

(h) *Obligation to Cooperate; Grant of Access*. The parties agree to cooperate with one another to cause the Pollard Property Environmental Report to be timely prepared and delivered and the LLC agrees to make the Pollard Property accessible to the Environmental Consultant and to its contractors in connection with the preparation of the Pollard Property Environmental Report and in connection with the implementation of any plan of cleanup. The LLC hereby grants to the City and to the Environmental Consultant and its contractors an access easement and construction easement for the purposes

contemplated by this Agreement. The parties agree to use commercially reasonable efforts to accommodate the environmental cleanup of the Pollard Property with the ongoing business operations of the Pollard Automobile Dealership use. However, the LLC and the Company acknowledge that the cleanup of the East Parcel may create an interruption to the normal business operations; provided, however, the parties agree to use reasonable efforts to minimize such interruption in a manner consistent with the obligation of the LLC to timely complete such cleanup obligations.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.01. The LLC's Representations and Warranties. As of the Effective Date and as of the Closing Date, the LLC hereby represents and warrants to the City that:

(a) The LLC is the owner and, subject to the matters set forth in this Agreement, has full right, power and authority to sell, convey and transfer the Pollard Property to the City as provided in this Agreement and to carry out the LLC's obligations under this Agreement. This Agreement and all documents executed by the LLC that are to be delivered prior to or at the Closing have been duly authorized and have been (or, when executed and delivered, will be) duly executed and delivered by the LLC and are (or, when executed and delivered will be) legal, valid and binding obligations of the LLC.

(b) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of or constitute any default under or result in the imposition of any lien or encumbrance against any part of the Property under any agreement or other instrument to which the LLC is a party or by which the LLC or any part of the Pollard Property might be bound.

(c) The LLC is aware of the provisions of the Deficit Reduction Act of 1984, 26 U.S.C. Section 1445, et seq., and the Internal Revenue Service regulations implementing said Act referring to the withholding tax on the disposition of United States real property interests by foreign persons and foreign corporations, and the LLC is not a foreign person or corporation as defined by said Act and regulations.

(d) In the event any claim is made by any party for the payment of sums due for the furnishing of labor, materials, equipment or fuel to the LLC or to the Pollard Property at the request of the LLC or its agents or representatives prior to the Closing, or in the event any lien is filed against the Pollard Property subsequent to the Closing as a result of the furnishing of such materials, labor, equipment or fuel at the request of the LLC, the LLC shall immediately cause said lien to be released of record or otherwise satisfy the City, to the City's reasonable satisfaction, and that such lien will be promptly removed from the Title Insurance Company Commitment by posting of a bond or other commercially reasonable action.

(e) To the best of the LLC's current actual knowledge, except as may be set forth in the Pollard Property Environmental Report, the Pollard Property (including land,

surface water, ground water and improvements) is now and will be at Closing (or at termination of the Lease will be with respect to the West Parcel) free of all contamination, including (i) any "hazardous waste", "underground storage tanks", "hydraulic lifts" "petroleum", "regulated substance", or "used oil" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any "***Hazardous Substance***" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder ("**CERCLA**") (including, but not limited to, asbestos and radon); (iii) any "oil, petroleum products, and their byproducts", as defined by C.R.S. 1973 § 25-17-101 et seq., as amended, or by any regulations promulgated thereunder; (iv) any "hazardous waste" as defined by the Colorado Waste Act, C.R.S. 1973 § 25-15-101, et seq., or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property is prohibited by any law similar to those set forth above or relating to the presence or release of any hazardous materials in or to the air, soil, surface waters or groundwater; and (vi) any other substance which by law, regulation or ordinance requires special handling in its collection, storage, treatment or disposal. To the best of the LLC's actual knowledge, (i) no asbestos, PCB's or other hazardous materials have been stored on the Pollard Property or were or are used in connection with the operation of the Pollard Automobile Dealership in a manner that would give rise to liability under any environmental law; (ii) no part of the Pollard Property has been used as a landfill, and, except in normal course of auto sales, service and repair business, no materials have ever been stored or deposited upon the Pollard Property which would under any applicable law or regulation (1) prevent development of the Pollard Property, or (2) require that the Pollard Property be treated or materials removed from the Pollard Property prior to the use of the Property for any development which would be permitted by law but for the existence of said materials on the Pollard Property. Except as stated herein, this Agreement is not intended and shall not be deemed to create, expand, diminish or in any way affect any liability or responsibility of the LLC for any hazardous substances or other environmental matters on or relating in any way to the Pollard Property at any time.

(f) The LLC has not received notice of any existing or threatened lawsuit by which any party claims an interest in the Pollard Property.

(g) Except for this Agreement and its Exhibits, the LLC has not entered into any other contracts, agreements or understandings for the sale or transfer of any portion of the Pollard Property.

(h) This Agreement and a Statement of Authority for the LLC shall be delivered by the LLC to the City hereunder (the "***LLC's Documents***") and such LLC Documents and this Agreement do not and will not contravene any provision of any present judgment, order, decree, writ or injunction, or any provision of any currently applicable law or regulation. This conveyance of the Pollard Property and the delivery of this Agreement and the LLC's Documents will not result in a breach of, constitute a default under, or require consent pursuant to, any credit agreement, lease, indenture,

mortgage, deed of trust, purchase agreement, guarantee or other instrument to which the LLC is presently a party or by which the LLC or its assets is presently bound or affected.

(i) Except as otherwise set forth herein, there are no actual or, to the best of the LLC's knowledge, threatened or contemplated suits, actions or proceedings with respect to all or part of the Pollard Property (i) for condemnation by any entity other than with respect to the Condemnation Ordinance, (ii) alleging any violation of any currently applicable law or regulation, or (iii) which could result in a lien or lis pendens affecting all or any part of the Pollard Property.

Section 5.02. The City's Representations and Warranties. As of the Effective Date and as of the date of the Closing, the City hereby represents and warrants to the LLC that:

(a) This Agreement and all documents executed by the City that are to be delivered prior to or at the applicable closing have been duly authorized and have been (or, when executed and delivered, will be) duly executed and delivered by the City and are (or, when executed and delivered will be) legal, valid and binding obligations of the City, subject in all respects to the approval as stated herein of the Boulder City Council and subject in all respects to annual appropriation of any amounts to be paid hereunder with said condition being consistent with provisions of Section 2.05.

(b) Upon approval of this Agreement by the City Council and the approval of the form hereof by the Boulder City Attorney, neither the entering into of this Agreement nor the consummation or the transaction contemplated hereby will constitute a violation or breach by the City of any contract or other instrument to which the City is a party, or to which it is subject or by which any of its assets or properties may be affected, or of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority affecting the City.

Upon approval of this Agreement by the City Council, the City shall deliver an opinion from counsel to the City confirming the authority of the City to enter into and to be bound by this Agreement.

ARTICLE VI

CONDITION OF PROPERTY "AS IS"; DISCLAIMER OF WARRANTIES

Section 6.01. "As Is". Except as otherwise expressly set forth in this Agreement, including without limitation, in Sections, 4.06, 5.01, this Section 6.01 and 6.02, the parties agree that the sale of the Pollard Property shall be "as is" as follows:

(a) The City acknowledges and agrees that the LLC has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or condition of the Pollard Property, including,

without limitation, the water, soil and geology; (ii) the income to be derived from the Pollard Property; (iii) the suitability of the Pollard Property for the City's Intended Use and any other uses which the City may conduct thereon; or, (iv) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Pollard Property; and, except for the obligations of the LLC as expressly set forth in Article IV, the LLC specifically disclaims any representations or obligations to the LLC regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste, as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of asbestos or any hazardous substance, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. Nothing herein shall be deemed to relieve or exonerate the LLC from any obligations to any third party that it may have under federal or state law with respect to any cleanup of contamination that may be determined to exist upon completion of the Pollard Property Environmental Report. The City agrees not to instigate any such claim and to give prompt written notice in the event it becomes aware that any such claim is being asserted by a third party. The City will reasonably cooperate with the LLC in its defense of any such claim.

(b) The City further acknowledges and agrees that, except as set forth herein regarding the environmental matters and obligations under Articles IV and V, the City has been given the opportunity to inspect the Pollard Property, the City is relying solely on its own knowledge regarding the Pollard Property and not on any information provided or to be provided by the LLC or any representative of the LLC other than information referred to in this Agreement.

(c) The City further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" condition and basis with all faults, except for such matters as are expressly set forth in this Agreement.

It is understood and agreed that the Purchase Price has been adjusted by prior negotiation to reflect that all of the Pollard Property is sold by the LLC and purchased by the City subject to the foregoing. Similarly, the LLC acknowledges that the Purchase Price reflects the City's limited obligations to identify the Yards Parcel or an alternative property as described in Article XI for relocation of the Pollard Automobile Dealership to the Yards Property and the City shall bear no further costs or expense in connection with such relocation except as is expressly set forth herein.

Section 6.02. Responsibility for to Environmental Matters. The LLC shall have no liability or responsibility for any environmental impairments that are caused solely by the City on or after the date of transfer of possession of the East Parcel at Closing or, with respect to the West Parcel, after possession is delivered by the Company to the City after the termination of the Lease Agreement. In addition, nothing herein shall impose liability on the LLC or the Company for environmental mitigation and related matters that arise during the term of the Lease Agreement as a result of contamination migrating onto the Pollard Property from off site while the City is the owner of the Pollard Property and such risks shall be borne by the City as the then owner of the Pollard Property subject to the right of the Company to occupy such West Parcel

pursuant to the terms of the Lease Agreement. However, the Company shall deliver written notice to the City if the Company receives actual knowledge of an adjacent property owner's potential liability for environmental contamination of the Pollard Property or the West Parcel occurring during the term of the Lease Agreement.

ARTICLE VII

CONDITIONS PRECEDENT TO CITY'S OBLIGATIONS TO PURCHASE THE POLLARD PROPERTY; DEPOSIT BECOMES NON-REFUNDABLE UPON CONDITIONS

Section 7.01. Conditions Precedent to the City's Obligations. The following matters shall constitute absolute conditions precedent to the City's obligations to purchase the Property or any portion thereof and shall be deemed conditions, the failure of which shall cause the Deposit and all interest earned thereon to be fully refundable to the City:

(a) On or before September 24, 2004, the City and the LLC shall have received the City Council Approval for this Agreement and the transactions contemplated hereby provided, however, that in the event that such approval is not obtained, the City will guarantee payment to Freedom Environmental Consultants as set forth in the attached letter dated August 6, 2004.

(b) On or before September 24, 2004, the City shall have received and reviewed the Yards Parcel Environmental Report and shall have determined that the cost of the environmental cleanup and remediation costs applicable to the Yards Parcel are acceptable to the City in its sole discretion; and

(c) On or before the Closing Date, the LLC's representations and warranties set forth in Section 5.01 of this Agreement shall be true and correct as of the Closing Date and the LLC shall not be in default under this Agreement and all of the obligations of the LLC herein shall have been satisfied and there shall exist no circumstances which, with the giving of notice or the passage of time or both would constitute a default by the LLC under this Agreement.

(d) On or before October 1, 2004, the City shall have received confirmation from RTD and FNMA that such agencies will participate in the payment of an allocable portion of the Purchase Price. The City represents to the LLC that (i) both RTD and FNMA have given preliminary approval for the funding of a portion of the Purchase Price in order to fund the development for the City's Intended Use and the City is not aware of any facts or circumstances that would indicate that such agencies would withdraw their respective preliminary approvals, and (ii) the City has agreed with the RTD to use reasonable measures to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. 4601, et seq. It is expressly agreed that the City's performance hereunder is contingent upon such agencies confirming their financing participation (the "***Financing***

Commitment"). The City agrees to use reasonable efforts to remove this contingency on or before October 8, 2004.

In the event that the conditions set forth above are not met or satisfied prior to the date specified or, if not specified, as of the Closing Date, then the Deposit and all interest earned thereon shall be fully refundable to the City on the Closing Date or such earlier date as the City may identify in any termination notice to the LLC, whereupon neither party shall thereafter have any further liability to the other hereunder and the parties shall have been deemed to release each other from and against any costs or expenses incurred by such party through the date of such termination, except the City's obligations under Section 4.06. In the alternative, at the election of the City by written notice to the LLC, the City may waive in writing the nonfulfillment of any portion of these conditions and purchase the Pollard Property pursuant to the terms and provisions hereof without any reduction in the applicable Purchase Price. Notwithstanding the foregoing, the City shall be entitled to the remedies provided in Section 12.02(b) in the event of a default by the LLC hereunder.

Section 7.02. Deposit Non-Refundable On Conditions. Except as provided above, from and after the date or dates that the conditions precedent set forth in Section 7.01(a) and (b) have been met to the satisfaction of the City and the City has determined in connection therewith to proceed to Closing, then except for the condition precedent set forth in Section 7.01(d), the Deposit amount of $600,000.00 shall be nonrefundable to the City. Notwithstanding that the Deposit shall become non-refundable in accordance with the provisions of this Agreement, the Deposit shall remain in escrow with the Title Company until the Closing Date and shall be applied to the Purchase Price as set forth in this Agreement.

ARTICLE VIII

CLOSING

Section 8.01. Closing Date; Right of City to Extend. Subject to the conditions in Article VII, the closing of the purchase and sale of the Property (the "***Closing***") shall occur on October 14, 2004 (the "***Closing Date***"). The Closing shall occur at the offices of the Title Company.

Section 8.02. The City's Obligations at Closing. In addition to delivery of the balance of the Purchase Price as described above, the City shall, unless otherwise indicated, execute and deliver the following to the LLC at the Closing:

(a) Such affidavits, instruments or agreements that may be required by the Title Company in its issuance of the policy of title insurance pursuant to the Title Commitment relating to the applicable parcel;

(b) A statement which reflects the settlements and prorations provided for in Article IX;

(c) Any escrow instructions determined by the parties to be reasonably required to address the maintenance of the environmental remediation funds as contemplated pursuant to Article IV;

(d) All documents and instruments necessary to evidence the Seller Financed Amount and the Seller Financing Fee, all in form and substance provided by the City and approved by the LLC to implement the financing structure approved by the City in accordance with Section 2.05(a) (the "***City Financing Documents***");

(e) The Lease Agreement, the Option Agreement and all documents and instruments contemplated thereby fully executed by the City;

(f) An opinion from counsel to the City confirming the authority of the City to enter into and to be bound by this Agreement and the documents and instruments and confirming the enforceability of documents contemplated herein in accordance with Section 2.05 to be executed, delivered and performed by the City under the terms of this Agreement; and

(g) Such other documents that may be reasonably required by the Title Company to carry out the purposes of this Agreement.

Section 8.03. The LLC's Obligations at Closing. The LLC shall execute and deliver the following to the City at the Closing:

(a) A Special Warranty Deed conveying the Pollard Property to the City, subject only to the Permitted Exceptions;

(b) A FIRPTA Affidavit;

(c) Such affidavits, instruments, statements of authority or agreements that may be required by the Title Company in its issuance of the policy of title insurance pursuant to the applicable Title Commitment;

(d) A statement which reflects the settlements and prorations provided for in Article IX;

(e) The Lease Agreement and the Option Agreement and all documents and instruments contemplated thereby, executed and delivered by the Company;

(f) An opinion from counsel to the LLC and the Company confirming that the LLC and the Company have all proper and legal authority, organizational or company approvals (as the case may be) and legal capacity to enter into, to be bound by and to perform under this Agreement, the Lease Agreement, the Option Agreement and all documents and instruments to be executed, delivered and performed by the LLC and the Company under the terms of this Agreement;

(g) The City Financing Documents to be executed by or on behalf of the LLC;

(h) Any escrow instructions determined by the parties to be reasonably required to address the maintenance of the environmental remediation funds as contemplated pursuant to Article IV; and

(i) Such other documents that may be reasonably required by the Title Company to carry out the purposes of this Agreement.

ARTICLE IX

SETTLEMENT AND PRORATIONS

The following items shall be prorated or settled between the City and the LLC at Closing:

Section 9.01. Taxes and Assessments. Prior to Closing, the LLC shall pay the amount of any unpaid real and personal property taxes allocable to the Pollard Property for tax years prior to the year of Closing and all installments of any assessments and special assessments due in years prior to the year of Closing. If the LLC fails to pay the entire amount of such taxes and assessments by Closing, the LLC shall be debited on its settlement sheets with the unpaid amount of such taxes and assessments and any resulting penalties. Real property taxes and installments for assessments for the Pollard Property for the year of Closing, payable in the following calendar year, shall be apportioned between the LLC and the City as of the date of Closing and shall be computed on the basis of the most current mill levy information and shall be final. Assessments, special assessments, charges or fees imposed by any special districts, if any, will be prorated as of the Closing and the LLC shall be solely responsible for the payment in full of any of the foregoing items which relate to the time period prior to the Closing.

Section 9.02. Environmental Report Charges. The cost of the Pollard Property Environmental Report shall be paid by the City as an additional cost as provided in Section 4.06.

Section 9.03. Title and Miscellaneous Closing Costs. The City shall pay the costs of the owner's title insurance policy for the benefit of the City and for the cost of the mortgagee's policy of title insurance to insure the lien evidenced by the City Financing Documents in connection with the Seller Financed Amount. The LLC shall pay all title costs incurred in connection with any leasehold or option title policy elected to be obtained by the LLC. The City shall pay all costs charged by the Title Company in connection with the closing services provided by it at the Closing. All real estate recording and documentary fees relating to the special warranty deed for the Pollard Property payable in connection with the purchase and sale of the Pollard Property shall be paid by the City. The LLC shall pay any transfer fees or taxes, if any, relating to the sale of any portion of the Pollard Property that would be subject to such taxes. Except as otherwise expressly provided in this Agreement, the City and the LLC shall pay their own legal fees and all other costs and expenses incurred in the preparation, execution and performance of their respective obligations under this Agreement.

Section 9.04. Escrow Fees. The City shall pre-pay the cost of any escrow established pursuant to the provisions of Article IV regarding the environmental remediation and cleanup costs.

ARTICLE X

APPROVALS, PLANNING, PLATTING AND DEVELOPMENT

Section 10.01. The City's Subdivision and Replatting Obligations Regarding the Pollard Property. The City shall, at its expense, be responsible for subdividing and re-platting the Pollard Property into that portion of the Pollard Property comprising the West Parcel and the remainder of the Pollard Property referred to hereunder as the East Parcel. The City shall begin such subdivision and replatting process within ten (10) days after the Effective Date and shall use its best efforts to obtain preliminary approvals for such replat on or before the Closing Date; provided, however, the City shall have such period of time as it may deem reasonably necessary to complete such subdivision and replatting process. The City shall subdivide or replat the Pollard Property (by form and procedure as the City deems appropriate subject to the reasonable approval of the LLC) evidencing the separation of the Pollard Property into the East Parcel and the West Parcel and showing the boundary line between the proposed West Parcel (which shall consist of an approximate 5.5 acres) and the East Parcel (which shall consist of an approximate 5.74 acres) generally as shown on the marked aerial photograph attached hereto as Exhibit "H" (the "***Proposed Replat***"). The Proposed Property Division Plan attached hereto shows the approximate location of the access to the West Parcel off of Pearl Street via two curb cuts (one shared access and one full movement curb cut off of Pearl Street) including all existing curb cuts on Thirtieth Street. As part of the Proposed Replat, the City shall have the right to further subdivide the East Parcel in any sub-lots or in any other manner it deems appropriate provided those parcels have been released from the deed of trust in favor of the LLC. In the event that the replat contemplated hereby is not finalized by the Closing Date, then the City shall continue to diligently pursue subdivision and replatting of the Pollard Property after the Closing Date (such process the "***Subdivision Process***"). The City shall be solely responsible for the Subdivision Process and all costs and expenses incurred in connection therewith; provided, however, the LLC shall cooperate with the City in the Subdivision Process and shall execute and deliver to the City such documents and instruments as may be deemed reasonably necessary by the City pursuant to its land use requirements in order to complete the Subdivision Process such that the West Parcel is a separate and distinct legally subdivided parcel generally in accordance with the Proposed Property Division Plan.

Section 10.02. The Subdivision of the Yards Parcel. The City shall use reasonable efforts to subdivide the Yards Parcel from other adjacent City property at any time after the Closing Date. In connection with the subdivision of the Yards Parcel, the City agrees, at its expense, to be responsible for subdividing and re-platting the property so that the Yards Parcel is a separate legally subdivided lot. The City shall begin such subdivision and replatting process within one hundred eighty days (180) after the Closing Date and shall use reasonable efforts to timely process such application to obtain preliminary approvals for such replat. The City shall deliver to the LLC a preliminary subdivision plat showing the boundary lines for the Yards Parcel (which shall consist of an approximate 6.6 acres) and showing access to the Yards Parcel as set forth in the attached hereto as Exhibit C. The LLC shall have three (3) Business Days after delivery thereof by the City to approve such preliminary plat or propose to the City in writing any reasonable changes requested by the LLC that would not, in the sole discretion of the City, substantially modify the proposed subdivision or the anticipated size of the resulting lots or otherwise materially increase the City's costs in connection with such subdivision of the Yards

Parcel. In the event that the LLC fails to timely respond in writing to the preliminary plat proposed by the City for the Yards Parcel, then the preliminary plat shall be deemed approved by the LLC. In the event that the proposed replat of the Yards Parcel is approved by the LLC, then the City shall proceed to finalize the replat of the Yards Parcel and proceed to complete the on-site and off-site improvements thereto as contemplated pursuant to the terms of the Option. The City shall be solely responsible for the subdivision and replatting of the Yards Parcel (such process the "***Yards Parcel Subdivision Process***") and for all costs and expenses incurred in connection therewith; provided, however, the LLC shall cooperate with the City in the Yards Parcel Subdivision Process and shall review and cooperate with City land use requirements in order to facilitate the completion of such Yards Parcel Subdivision Process in a timely manner.

ARTICLE XI

POSSESSION AND LEASE OF WEST PARCEL; OPTION FOR YARDS PARCEL

Section 11.01. Possession of the West Parcel. The LLC shall deliver possession of the East Parcel to the City on the Closing Date; provided, however, the City may elect, by written notice delivered to the LLC on or before the Closing Date to delay delivery of possession of the East Parcel until all activity to remediate any environmental contamination identified on the Pollard Property Environmental Report has been finalized and the East Parcel has been certified as "clean" in accordance with the provisions of Section 4.06. The City shall have legal title to the West Parcel at Closing but shall not take possession thereof, but shall immediately transfer possession of the West Parcel to the Company on the Closing Date pursuant to the terms of the Lease Agreement. The Company and the LLC understand, acknowledge and agree (i) that the Company shall accept possession simultaneously with the transfer of title of the West Parcel to the City and the Company assumes all obligations relating to the West Parcel (including, without limitation, all prorated taxes, utilities, assessments and related maintenance expenses) as of the Closing Date, and (ii) to take the West Parcel in an "AS IS" conditions with all faults existing as of the Closing Date, including, all environmental matters shown on the Pollard Property Environmental Report (the "***West Parcel Existing Conditions***").

Section 11.02. Lease of West Parcel and Option for Yards Parcel. The City agrees to lease the West Parcel to the Company under the terms of the Lease Agreement, the term of which shall begin on the Closing Date and shall extend through the term or earlier termination as set forth in the Lease Agreement. The City further agrees to grant to the Company, the Option to acquire the Yards Parcel on the terms and conditions set forth in the Option Agreement. The parties shall execute and deliver the Lease Agreement and the Option Agreement at Closing, fully executed by the parties thereto and shall provide such other and additional documents and instruments deemed reasonably necessary to implement the terms of the Lease Agreement and the Option Agreement. A Memorandum of Lease Agreement and a Memorandum of Option Agreement shall be recorded at the Closing evidencing limited terms of the Lease Agreement and the Option Agreement but in sufficient detail to evidence the leasehold interest of the Company in the West Parcel and the Option in the Yards Parcel under the terms of the Option Agreement and sufficient to obtain the title insurance on each. The interest of the Company under the Lease Agreement and the Option Agreement shall be subordinate and junior to any financing that the City uses to finance the Seller Financed Amount of the Purchase Price encumbering the East Parcel and the West Parcel and any existing financing on the Yards Parcel,

provided that attornment/nondisturbance agreements reasonably acceptable to the Company are entered, provided that attornment/nondisturbance provisions are included in such financing documents or other agreements reasonably acceptable to the Company are entered into.

Section 11.03. Termination of Lease Agreement and Option Agreement; Payment of Seller Financed Amount. The Lease Agreement and the Option Agreement shall provide that the interest of the Company under the Lease Agreement and the Option Agreement may be terminated by the Company under the provisions of the Lease Agreement and the Option Agreement for reasons including, without limitation, the election by the Company to terminate the Lease Agreement and the Option Agreement early in the event that the LLC or the Company has identified alternative property that the Company seeks to occupy instead of the West Parcel or the Yards Parcel. In such event, the LLC or the Company shall give prior written notice of the intended termination date one year in advance of the termination date (the "***Lease Termination Election Notice***") to the City, whereupon the City shall have a period of one year to refinance or otherwise prepay the Seller Financed Amount and the Seller Financing Fee, the result of which is that the LLC shall be paid the balance due under the City Financing Documents on the date that is one year after the date of the Lease Termination Election Notice. Nothing herein shall prevent the parties from accelerating the one year period contemplated herein in order to prepay and transfer possession of the West Parcel to the City and terminate the Lease Agreement and the Option Agreement; provided that such agreement must be in writing and executed by the parties. Notwithstanding the above, in no event shall the Lease Agreement be terminated and possession of the West Parcel delivered to the City prior to the time that the LLC and/or the Company has completed their contamination remediation and cleanup obligations with respect to the West Parcel in accordance with Section 4.07(d) of this Agreement and in accordance with the provisions of the Lease Agreement.

ARTICLE XII

DEFAULT AND REMEDIES; LIQUIDATED DAMAGES

Section 12.01. Default. Time is of the essence under this Agreement and if any payment due hereunder is not paid, honored, or tendered when due, or if any other obligation hereunder is not performed as herein provided by either party then the non-performing party shall be in default hereunder (each a "***Default***").

Section 12.02. Remedies.

(a) *Default by the City; Liquidated Damages; Release of the City.* If the City is in Default under the terms of this Agreement, then the Deposit together with all payments made and obligations hereunder incurred (e.g., any installments made and environmental costs for reports incurred) and all interest earned thereon shall be forfeited by the City and shall be retained by the LLC as **LIQUIDATED DAMAGES AND AS THE LLC'S SOLE REMEDY**, and both parties shall thereafter be released from all obligations hereunder. It is agreed that the receipt of the Deposit by the LLC in the event of the Default by the City shall be liquidated damages and are the LLC's sole and only

remedy for the City's failure to perform the obligations of this Agreement. The LLC expressly waives the remedies of specific performance. The Title Company shall deliver the Deposit and all interest earned thereon to the LLC upon written direction from the LLC notifying the Title Company of the Default by the City and upon written confirmation thereof by the City. Upon delivery by the Title Company to the LLC (which delivery the LLC cannot deny or refuse) of the Deposit and all interest earned thereon, this Agreement shall terminate and all parties shall be released from and against all further obligations hereunder and from and against all claims or causes of action arising from this Agreement or any of the transactions contemplated hereby. No further written agreements or releases shall be required in connection with the release provisions hereof. The LLC and the City agree, however, to execute such additional documents and instruments as may be reasonably required by each to evidence the termination of this Agreement and/or the retention of the Deposit by the LLC.

(b) *Default by the LLC*. If the LLC is in Default hereunder, (i) the City may elect to treat this Agreement as terminated, in which case the Deposit and all interest earned thereon and all payments and other things of value received hereunder shall be returned to the City, and the City may recover such additional damages as may be proper and allowable under Colorado law, in contract or in equity; or (ii) the City may elect to treat this Agreement as being in full force and effect, and the City shall have the right to an action for specific performance or damages, or both.

Section 12.03. Attorneys Fees and Costs. Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and expenses, including attorneys' fees.

ARTICLE XIII

RELEASE OF PARTIES

The City and all City employees, representatives, City Council members and any other person with whom the LLC and or the Company has dealt in connection with the negotiations and condemnation process relating to the Pollard Property on behalf of the City (the "***City Release Parties***") release the LLC and the Company (and their respective owners, shareholders, members, employees, representatives, predecessors in interest and successors and assigns (the "***Pollard Release Parties***") from and against any claims, damages, known and unknown, arising from or relating to the City's condemnation proceedings against the Pollard Property and/or the negotiations between the City and the LLC or its representatives resulting in this Agreement. In consideration for the covenants and agreements set forth in this Agreement, the Pollard Release Parties release the City Release Parties from and against any claims, damages, known and unknown arising from or relating to the City's condemnation proceedings against the Pollard Property and/or the negotiations between the City and the LLC or its representatives, it being the intent that this Agreement evidences the agreement between and among the City and all of such LLC and Company parties in connection with the Pollard Property and the rights of the parties in connection with the acquisition thereof by the City under the terms of this Agreement. The release provisions herein shall be effective on the Closing and shall survive the Closing. This Article XIII shall survive any default by the City, it being the intent that the retention of the

Deposit by the LLC and other obligations referred to in Section 12.02 shall be the sole remedy for non-performance by the City hereunder for any damages caused by the City in connection with the Pollard Property.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.01. Special Taxing District Disclosure. Special taxing districts may be subject to general obligation indebtedness that is paid by revenues produced from annual tax levies on the taxable property within such districts. Property owners in such districts may be placed at risk for increased mill levies and excessive tax burdens to support the servicing of such debt where circumstances arise resulting in the inability of such a district to discharge such indebtedness without such an increase in mill levies. The City acknowledges that it should investigate the debt financing requirements of the authorized general obligation indebtedness of such districts, existing mill levies of such district servicing such indebtedness, and the potential for an increase in such mill levies.

Section 14.02. Property Damage; Risk of Loss. In the event that the Pollard Property is substantially damaged by fire, flood or other casualty between the date of this Agreement and the date of Closing, the LLC shall bear the risk of loss from such damage, and the LLC shall be responsible for utilizing insurance proceeds to rebuild such improvements and proceed to Closing, in which case, the Closing Date shall be extended for the period of time (not to exceed 120 days) necessary to complete the reconstruction of such improvements.

Section 14.03. Expenses. Except as expressly otherwise provided, the parties shall each pay their own costs and expenses in connection with the negotiation, execution, and delivery of this Agreement and the LLC's Documents.

Section 14.04. Assignment. The LLC agrees to allow the City to assign this Agreement or the rights to take title to the Pollard Property to a third party for financing purposes in connection with the Seller Financing Amount, such as the Boulder Municipal Property Authority with reasonable approval of LLC. The LLC shall not have the right to assign this Agreement in any respect without the express written consent of the City.

Section 14.05. Broker's or Other Transaction or Finder's Fees. The City shall not be obligated to pay any broker's commission or fee which may be claimed pursuant to this Agreement. The LLC represents that it has been represented by Don Walker, who is a licensed real estate broker in the State of Colorado, and that the LLC shall be solely responsible for all fees due to Mr. Walker in connection with the transactions contemplated by this Agreement. The LLC agrees to indemnify and hold harmless the City from and against any claims for brokerage or other fees claimed to be due in connection with this Agreement.

Section 14.06. Entire Agreement. This Agreement supersedes all prior agreements and, together with the agreements attached as exhibits, contains the complete and entire agreement between the parties respecting negotiations, agreements, representations and understandings, if any, between the parties concerning the Property.

Section 14.07. Modifications. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the City and the LLC. However, any consent, waiver, approval or authorization shall be effective if signed by the party granting or making such consent, waiver, approval or authorization.

Section 14.08. Survival of Closing. The parties agree that, except for such of the terms, conditions, covenants and agreements which are, by their very nature, fully and completely performed upon the closing of the transaction herein provided for, all of the terms, conditions, covenants and agreements herein set forth and contained shall survive the closing to run with the Property and to be binding upon and inure to the benefit of the parties hereto, their agents, personal representatives, heirs, lessees, successors and assigns.

Section 14.09. Notices. All notices required or permitted under this Agreement shall be given by nationally recognized overnight courier, for "next day" delivery, with all delivery costs paid, or by hand delivery, directed as follows:

to the LLC:	Thirtieth and Pearl, LLC 720 Pearl Street Boulder, CO 80302 Attn: Joseph C. French
to the City:	Attn: Boulder City Attorney City of Boulder P.O. Box 791 Boulder, CO 80306
with a copy to:	City Manager City of Boulder P.O. Box 791 Boulder, CO 80306

Any notice delivered by overnight carrier in accordance with this paragraph shall be deemed to have been duly given when delivered. Any notice which is hand delivered shall be effective upon receipt by the party to whom it is addressed. Either party, by notice given as above, may change the address to which future notices should be sent.

Section 14.10. Successors and Assigns. Except as otherwise restricted herein, this Agreement and the agreements herein contained shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

Section 14.11. Irrevocable Offer. The LLCs' signature hereon constitutes an irrevocable offer to sell the Pollard Property to the City upon the terms and conditions contained in this Agreement. This offer to sell shall not be revocable by the LLC for any reason prior to 14 days after the date on which the LLC signs this instrument. In the event that the City accepts this offer to sell by executing this instrument and depositing the earnest money Deposit referenced in Section 2.02 above, prior to the 14th day after the date on which the LLC signs this

Agreement, then this Agreement shall become a contract between the LLC and the City, subject in all respects to the terms and conditions set forth herein.

Section 14.12. Headings. The section and subsection headings contained in this Agreement are inserted only for convenient reference and do not define, limit or proscribe the scope of this Agreement or any exhibit attached hereto.

Section 14.13. Counterparts; Facsimile Signatures. This Agreement may be executed by facsimile and in any number of counterparts which together shall constitute one and the same instrument.

Section 14.14. Unenforceable Provisions. If any provision of this Agreement, or the application thereof to any person or situation shall be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall continue to be valid and enforceable to the fullest extent permitted by law.

Section 14.15. Time of the Essence; Business Days. Time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement, and the failure to timely perform any of the terms, conditions, obligations or provisions hereunder by either party shall constitute a breach of and a default under this Agreement by the party so failing to perform. In calculating any period of time provided for in this Agreement, the number of days allowed shall refer to calendar and not Business Days unless otherwise specified. Except as is specifically set forth herein or in the Lease Agreement, if any day scheduled for performance of any obligation hereunder shall occur on a day that is not a Business Day, the time period allowed and day for performance shall be continued to the next Business Day.

Section 14.16. Waivers. No waiver by either party of any provision hereof shall be effective unless in writing or shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

Section 14.17. Governing Law; Construction of Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The LLC and the City and their respective counsel have reviewed, revised and approved this Agreement. Accordingly, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 14.18. No Recording of Agreement. The LLC shall not record this Agreement or a memorandum hereof without the express written consent of the City. The City agrees to execute and record a Memorandum of Lease Agreement and a Memorandum of Option Agreement at the Closing in accordance with Section 11.02.

Section 14.19. Covenant Against Further Encumbrances. During the period from the Effective Date to the Closing Date or the termination of this Agreement, as applicable, the LLC covenants that it shall not (a) cause or permit the transfer of the Pollard Property or any portion or interest therein, and (b) cause or permit the Pollard Property to be further encumbered beyond

the Permitted Exceptions, except as the same may be necessary to obtain plat or development approvals of the same from the City.

Section 14.20. 1031 Exchange. If the LLC desires to involve the Pollard Property in a tax-deferred exchange under the provisions of Section 1031 of the Internal Revenue Code the City agrees to cooperate with the LLC in such exchange. Such cooperation may include the involvement of a qualified intermediary and the execution by the LLC of documents and instruments deemed reasonably necessary in order to affect the exchange. In such event, the LLC agrees to be liable and to pay for all costs in connection with such exchange.

Section 14.21. No Merger. All warranties, representations, covenants and other obligations contained in this Agreement shall survive recordation and delivery of the in connection with the Closing.

Section 14.22. Further Assurances. The parties agree to execute and deliver such other and additional documents and assurances as may be deemed reasonably necessary to implement the terms of this Agreement.

Section 14.23. No Waiver of Right to Complete Condemnation. Nothing in this Agreement or the Lease Agreement and the Option Agreement shall be construed to be a waiver by the City of its constitutional rights under Colorado law to complete the Condemnation Process in the event that this Agreement or the Lease Agreement and the Option Agreement are terminated for any reason, provided that, in the event of a breach hereof by the City, the Earnest Money Deposit shall not be considered a part of the compensation. This Agreement is the parties agreement to cooperate with the Condemnation Ordinance and does not revoke or otherwise effect the validity or enforceability of the Condemnation Ordinance or the rights granted to the City thereunder.

Section 14.24. Consent and Approvals. Whenever this Agreement requires the City's consent or approval, the City will not withhold its approval or consent unreasonably or in bad faith, and the City will not unreasonably delay or condition its response to the Company's request for its approval or consent. The City will be deemed to have given its consent or approval to any request made by the Company if the City does not respond to the Company in writing within five (5) days after the City's receipt of the request. If the City withholds its consent or approval, its response will explain its reasons for doing so.

Section 14.24. Consent and Approvals. Whenever this Agreement requires the City's or the LLC's consent or approval, such party will not withhold its approval or consent unreasonably or in bad faith, and such party will not unreasonably delay or condition its response to the Company's request for its approval or consent. Nothing herein shall be deemed to require consent in the event that such party is acting in a commercially reasonable manner or is given the sole right to consent or withhold its consent in its discretion. If either party withholds its consent or approval, its response will explain its reasons for doing so.

DATED this 23 day of September, 2004.

PURCHASER

CITY OF BOULDER

Date: 9/23/04, 2004

By _____
Frank W. Bruno, City Manager

Attest:

By _____
City Clerk on behalf
of the Director of Finance and Record

Approved as to form:

By _____
City Attorney

SELLER

Date: September 15, 2004

30TH AND PEARL LLC, a [Colorado] limited liability company

By _____
Name Joseph C French
Title Co-manager, 30th & Pearl LLC

By _____
Name James M Pollard Jr
Title Co-manager, 30th & Pearl LLC

By _____
Name PAUL J CARLETON
Title CO-MANAGER 30TH + PEARL LLC

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EXHIBIT A

Our Order No. W347685-2

LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5 F-1 #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS SOUTH 00 DEGREES 14 MINUTES 20 SECONDS EAST, THENCE NORTH 89 DEGREES 40 MINUTES 15 SECONDS EAST, 663.15 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29 AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 40 MINUTES 15 SECONDS EAST, 202.34 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29 TO A POINT ON A LINE 25.00 FEET NORTHWESTERLY, AS MEASURED RADIAL FROM THE CENTERLINE OF THE BURLINGTOIN NORTHERN RAILROAD TRACK (IN 1990);
THENCE SOUTHERLY, 290.07 FEET ALONG A LINE 25.00 FEET WESTERLY AND CONCENTRIC WITH THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD TRACK (IN 1990) AND ALONG THE ARC OF A CURVE CONCAVE TO THE EAST TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 919.91 FEET, A CENTRAL ANGLE OF 18 DEGREES 04 MINUTES 01 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 03 DEGREES 37 MINUTES 29 SECONDS WEST, 288.87 FEET;
THENCE SOUTH 05 DEGREES 24 MINUTES 31 SECONDS EAST, 170.57 FEET ALONG A LINE 25.00 FEET WESTERLY AND PARALLEL WITH THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD TRACK (IN 1990) TO A POINT OF CURVE TO THE LEFT;
THENCE SOUTHERLY, 158.31 FEET ALONG A LINE 25.00 FEET WESTERLY AND CONCENTRIC WITH THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD TRACK (IN 1990) AND ALONG THE ARC OF SAID CURVE TO THE NORTH LINE EXTENDED EASTERLY THAT TRACT OF LAND CONVEYED TO NATIONAL CONSTRUCTIN COMPANY, INC. AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1077 AS RECEPTION NO. 353627 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 1481.61 FEET, A CENTRAL ANGLE OF 06 DEGREES 07 MINUTES 19 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 08 DEGREES 28 MINUTES 11 SECONDS EAST, 158.24 FEET;
THENCE SOUTH 74 DEGREES 49 MINUTES 00 SECONDS WEST, 229.11 FEET ALONG THE NORTH LINE EXTENDED EASTERLY, ALONG THE NORTH LINE, ALONG THE NORTH LINE EXTENDED WESTERLY AND ALONG THE NORTH LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1077 AS RECEPTION NO. 353627 TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29;
THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS WEST, 30.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29 TO THE SOUTH LINE OF PARCEL A CONVEYED TO THE CITY OF BOULDER AS DESCRIBED IN GRANT OF EASEMENT AND RIGHT FOR PUBLIC STREET RECORDED ON FILM 1189 AS RECEPTION NO. 475073 OF THE RECORDS OF BOULDER COUNTY, COLORADO;
THENCE SOUTH 74 DEGREES 49 MINUTES 00 SECONDS WEST, 154.46 FEET ALONG THE SOUTH LINE OF SAID PARCEL A TO THE SOUTHWEST CORNER THEREOF;
THENCE NORTH 00 DEGREES 14 MINUTES 20 SECONDS WEST, 41.40 FEET ALONG THE WEST LINE OF SAID PARCEL A TO THE NORTHWEST CORNER THEREOF;
THENCE SOUTH 74 DEGREES 49 MINUTES 00 SECONDS WEST, 96.21 FEET ALONG THE

EXHIBIT A

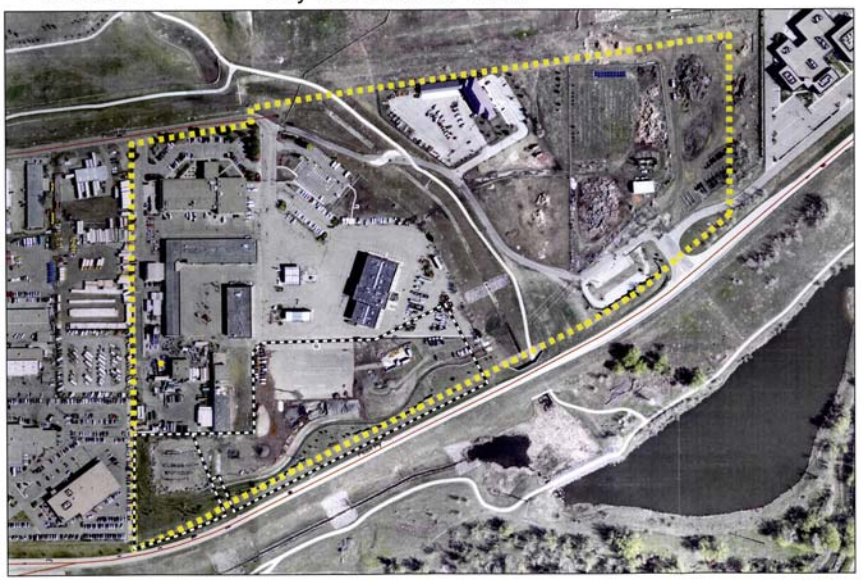
Our Order No. W347685-2

LEGAL DESCRIPTION

NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;
THENCE SOUTH 77 DEGREES 01 MINUTES 09 SECONDS WEST, 195.16 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET;
THENCE SOUTH 74 DEGREES 49 MINUTES 00 SECONDS WEST, 117.85 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET TO A POINT OF CURVE TO THE RIGHT;
THENCE NORTHWESTERLY, 69.39 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 56 DEGREES 00 MINUTES 00 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 77 DEGREES 11 MINUTES 00 SECONDS WEST, 66.67 FEET;
THENCE NORTHWESTERLY, 2.33 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO 3000 PEARL PARTNERSHIP AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1075 AS RECEPTION NO. 351290 OF THE RECORD OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 03 DEGREES 42 MINUTES 30 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35 DEGREES 56 MINUTES 46 SECONDS WEST, 2.33 FEET;
THENCE NORTH 00 DEGREES 14 MINUTES 20 SECONDS WEST, 20.34 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1075 AS RECEPTION NO. 351290 TO THE NORTHWESTERLY CORNER THEREOF;
THENCE NORTH 01 DEGREES 29 MINUTES 13 SECONDS WEST, 102. 93 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 30TH STREET IN THE CITY OF BOULDER TO THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE NORTH 02 DEGREES 11 MINUTES 10 SECONDS WEST, 206.81 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER THEREOF;
THENCE NORTH 75 DEGREES 11 MINUTES 50 SECONDS EAST, 0.46 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 3;
THENCE NORTH 02 DEGREES 11 MINUTES 10 SECONDS WEST, 20.00 FEET ALONG THE WEST LINE OF SAID LOT 3;
THENCE NORTH 00 DEGREES 14 MINUTES 20 SECONDS WEST, 274.50 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF;
THENCE NORTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 493.60 FEET ALONG THE NORTH LINE OF SAID LOT 3;
THENCE SOUTH 79 DEGREES 49 MINUTES 40 SECONDS EAST, 131.13 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER THEREOF, A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29;
THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS WEST, 121.55 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29 TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL BARRELL & COMPANY
4840 PEARL EAST CIRCLE #114
BOULDER, COLORADO 80301-2475
(303) 442-4338

Exhibit B City Maintenance Yards



N

June 1, 2004

1 inch equals 200 feet

Exhibit C

6.6 Acre Parcel



June 1, 2004

1 inch equals 100 feet



Exhibit D Lease Property

1 inch equals 100 feet

0 50 100 200 Feet

EXHIBIT E

OPTION AGREEMENT

between

CITY OF BOULDER,

a Colorado municipal corporation

and

POLLARD FRIENDLY MOTOR CO., a Colorado corporation

dated as of October ___, 2004

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OPTION AGREEMENT

THIS OPTION AGREEMENT ("***Agreement***") is entered into as of October __, 2004 (the "***Effective Date***") between the CITY OF BOULDER, a Colorado municipal corporation (the "***City***") and POLLARD FRIENDLY MOTOR CO., a Colorado corporation whose address is 2360 30th Street, Boulder, Colorado 80301 (the "***Company***").

RECITALS

A. The Company is the owner and operator of an automobile dealership (the "***Pollard Dealership***") and which is commonly known as the Pollard Friendly Motor Co.

B. The City owns certain property located on Pearl Parkway, Boulder, Colorado containing approximately 6.6 acres more specifically described on Exhibit A hereto, which property was previously used by the City as a maintenance facility (the "***Yards Parcel***") and for which the City has agreed to grant to the Company an option to purchase on the terms and conditions contained herein (the "***Option***").

C. The City owns certain additional property located at 30th and Pearl Streets, Boulder, Colorado containing approximately 5.5 acres more specifically described on Exhibit B hereto, which property the City acquired from an affiliate of the Company and which the City has agreed to lease to the Company pursuant to that certain Lease Agreement of even date herewith (the "***Lease***"), a copy of which is attached hereto and incorporated herein, pursuant to which the Company shall use and operate thereon the Pollard automobile dealership, as such property is specifically described in Exhibit B attached hereto (the "***Lease Property***").

D. The City and an affiliate of the Company, Thirtieth and Pearl, LLC, a Colorado limited liability company (the "***LLC***") entered into that certain Contract to Buy and Sell Real Estate dated as of September 15, 2004 (the "***Contract***") pursuant to which the Lease and this Agreement are being executed and delivered.

NOW, THEREFORE, for valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

The defined terms used herein shall have the meaning given such terms in the context in which such terms are parenthetically defined. An index of such defined terms is attached hereto as Appendix I to this Agreement. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning given such terms in the Lease.

ARTICLE II

OPTION TO PURCHASE YARDS PARCEL; CITY'S OBLIGATIONS REGARDING YARDS PARCEL

Section 2.01. GRANT OF OPTION. The City hereby grants to the Company the exclusive, irrevocable right, during the Option Term and subject to the provisions hereof, and option (the "***Option***") to purchase the Yards Parcel on the terms and conditions contained herein.

(a) *Option Price; Credits*. The option price shall be $3,590,000.00 as the same may be adjusted as provided herein (as adjusted, the "***Option Price***"). An amount equal to $9,667.00 of the monthly "Base Rent" payments actually paid by the Company to the City under the terms of the Lease shall be credited as option money credited to the Option Price and, if the Option is exercised and the Yards Parcel is acquired by the Company on the Expiration Date, then the total Base Rent credit to be applied to the Option Price shall be $1,160,000.00, which shall be the maximum credit amount (the "***Maximum Credit Amount***") regardless of whether the Lease term is extended as provided in the Lease. In the event that the Option is not exercised as provided herein, there shall be no sums paid under the Lease refunded to the Company and all such sums shall be deemed non-refundable rental payments under the Lease.

(b) *Option Term*. The option term (the "***Option Term***") shall begin on the Effective Date and shall, unless otherwise terminated as a result of an Event of Default hereunder, expire on the date that is the earlier or later of one of the following (such date the "***Expiration Date***"): (i) a date that the Company terminates the Lease as a result of its election or agreement to relocate to an Alternate Relocation Site pursuant to Section 2.04 of the Lease (an "***Early Termination Date***"); (ii) ten years after the Effective Date, which Expiration Date shall be October _____, 2014 (the "***Original Expiration Date***"); or (iii) a date to which the Original Expiration Date may be extended as provided in Section 2.02 (the "***Extended Expiration Date***").

(c) *Option Exercise; Closing Date*. The Company shall exercise the Option granted hereunder by giving the City written notice of the Company's intent to exercise this Option on or before sixty (60) days prior to the original Expiration Date or the Extended Expiration Date, as the case may be, (the "***Option Exercise Notice***"). The Option Exercise Notice shall confirm a closing (the "***Closing***") on a closing date that shall be a date ninety (90) days after the date of the Option Exercise Notice (the "***Option Closing Date***"). The hour and place of Closing shall be as designated by the Title Company.

(d) *Conditions of Closing on Option Yards Parcel; Title*. Prior to the Closing of the transfer of the Yards Parcel on the Option Closing Date, the City shall prepare the Yards Parcel in accordance with Section 2.03 of this Agreement (the "***City's Closing Requirements***") prior to the Option Closing Date. In the event that the City has not completed the City Closing Requirements on or before the Option Closing Date, then the City shall have the right by delivering written notice to the Company on or before sixty (60) days prior to the Option Closing Date, to extend the

Option Closing Date for a period (as the same may be specified by the City) reasonably necessary to complete the City Closing Requirements not to exceed ten (10) years (such extended date, the "***Extended Option Closing Date***") in order to complete such City Closing Requirements. The Company shall pay to the City the Option Price at Closing, less any adjustments as provided in Section 2.01(a) by certified funds or other immediately available good funds. In the event that the Company exercises the Option, the parties and agree to: (i) standard prorations of all taxes, utilities and assessments, if any which shall be considered final; (ii) to payment of their respective customary closing costs and to share equally and fees for real estate closing services provided by the title company; and (iii) complete all customary or reasonably required documents at or before Closing. The parties further agree that: (i) the Company shall bear all responsibility for payment of documentary fees; and (ii) the Yards Parcel shall be conveyed by special warranty deed, subject only to the Permitted Exceptions. (Statutory form in accordance with CRS § 38-30-115). The Company's exclusive possession of the Yards Parcel will have occurred at Closing. The Yards Parcel shall be subject to all other easements, plats and related matters that the City created on the Yards Parcel with approval of the Company and pursuant to its obligations under the City's Closing Requirements. The Yards Parcel shall be sold free and clear of any mortgage lien and any mechanic's liens. The City shall have the obligation to use its reasonable efforts to rezone the Yards Parcel to accommodate a new and used automobile and truck sales, rental, service and repair business which is currently permitted under the City's IS-D zoning (referred to herein as an "automobile dealership"). Any such rezoning obligation of the City is subject to normal City rezoning processes including, without limitation, City Ordinances, and the normal City notice and City Council approval process. The City shall provide to the Company (at the City's expense) the following in connection with the Yards Parcel:

(i) Title Commitment. (1) City shall obtain and deliver to the Company at Company's expense, on or before fifteen (15) days from the date hereof, a certificate of taxes due on the Real Property, if any, and a current option title insurance commitment (the "Option Title Commitment") together with legible copies of all instruments referred to therein (the "Title Documents") committing to issue a standard A.L.T.A. option title insurance policy issued by the Title Company to Company in the amount of the purchase price insuring good and marketable title in fee simple to the Yards Parcel in Company subject only to: a) current non-delinquent general real property taxes, and b) such easements, rights-of-way, restrictions and other title matters as Company shall deem in its sole discretion not to adversely affect the value of or the Company's intended use of the Yards Parcel. The foregoing items a) and b) are herein referred to as the "Permitted Exceptions". All items listed on the option title commitments shall be deemed to be Permitted Exceptions unless the Company notifies the City as provided in Section 2.01(d)(iii). The option title insurance commitment shall affirmatively provide for the deletion, at Company's sole expense, of all standard printed exceptions of Schedule B-2 thereof. City shall cause the option title insurance policy to be delivered to Buyer as soon as practicable. Within thirty (30) days after the City's receipt of the Option Exercise Notice, the City shall obtain and deliver to the Company a title insurance commitment on the Yards

Parcel, providing for an ALTA Form B 1970 title insurance policy with owner's extended coverage (the "Title Commitment") issued by Land Title Guarantee Company (the "Title Company") showing the status of record title to the Yards Parcel, together with legible copies of all recorded documents referred to in the Title Commitment (the "Title Documents"). The Title Commitment must commit to insure title to the Yards Parcel in the name of the Company or its designee in the full amount of the Option Price, subject only to the Permitted Exceptions. The Title Commitment shall further commit to delete the standard printed exceptions pertaining to: (i) rights of claims of parties in possession not shown by public records; (ii) easements or claims of easements not shown by public record; (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any facts which a correct survey and inspection of the Yards Parcel would disclose and which are not shown by public record; (iv) any lien or right to lien for services, labor or materials theretofore or hereinafter furnished imposed by law and not shown by the public record; (v) effects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of such Title Commitment but prior to the date the proposed insured acquires of record for value the estate covered by the Title Commitment; and (vi) creditors' rights. The City shall cause the title insurance policy to be delivered to the Company as soon as practicable after the Closing. Within thirty (30) days after the City's receipt of the Option Exercise Notice, the City shall obtain and deliver to the Company a title insurance commitment on the Yards Parcel, providing for an ALTA Form B 1970 title insurance policy with owner's extended coverage (the "***Title Commitment***") issued by Land Title Guarantee Company (the "***Title Company***") showing the status of record title to the Yards Parcel, together with legible copies of all recorded documents referred to in the Title Commitment (the "***Title Documents***"). The Title Commitment must commit to insure title to the Yards Parcel in the name of the Company or its designee in the full amount of the Option Price, subject only to the Permitted Exceptions. The Title Commitment shall further commit to delete the standard printed exceptions pertaining to: (i) rights or claims of parties in possession not shown by public records; (ii) easements or claims of easements not shown by public record; (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any facts which a correct survey and inspection of the Yards Parcel would disclose and which are not shown by public record; (iv) any lien or right to lien for services, labor or materials theretofore or hereinafter furnished imposed by law and not shown by the public record; (v) effects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of such Title Commitment but prior to the date the proposed insured acquires of record for value the estate covered by the Title Commitment; and (vi) creditors' rights. The City shall cause the title insurance policy to be delivered to the Company as soon as practicable after the Closing.

(ii) Tax Certificate. Within thirty (30) days after the City's receipt of the Option Exercise Notice, the City shall obtain and deliver to the Company a certificate of taxes due covering the Yards Parcel prepared by the Treasurer of

Boulder County, Colorado, and an updated certificate of taxes due covering the year of the Yards Parcel Closing.

(iii) Defects of Title. The Company shall have the right to object to any defect of title which appears in the Title Documents and which renders title to the Yards Parcel unmerchantable or which makes the Yards Parcel unsuitable for the Company's intended use as an automobile dealership (a "***Defect of Title***"). Any objection to a defect of title must be in writing and must be received by the City no later than twenty (20) Business Days after Company's receipt of all the Title Documents (the "***Title Objection Deadline***"). The Company's failure to provide the City with written notice of an objection to any title matter appearing in a Title Document within the Title Objection Deadline shall be deemed to be a waiver by the Company of any objection it might otherwise have; and all such waived or approved title matters shall become the "***Permitted Exceptions***." Notwithstanding the foregoing, if a defect of title is not revealed in the Title Documents and is discovered by the Company prior to Closing or if any new exceptions to title are added to the Title Commitment by the Title Company, the Company shall have until the earlier of (i) twenty (20) days after the later of (x) the date of the Company's discovery of the Defect of Title or (y) the receipt of an updated, revised Title Commitment showing the new title exception, or (ii) the date of the Closing to provide the City with notice of its objection to the Defect of Title. If the City receives timely written notice from the Company of a Defect of Title, the City shall either (a) correct or cure the Defect of Title, or (b) with the Company's consent, obtain title insurance over the Defect of Title through title policy endorsement or otherwise. If, notwithstanding anything herein to the contrary, the City is unable to cure or insure over a Title Defect shown in the Title Commitment, despite its best efforts to do so, the Company shall have the right to terminate this Agreement and the Lease, *ab initio* and each party shall be released from any further obligations thereunder. If the City elects to cure any defect of title, the Company shall have a period of fifteen (15) days after the City's receipt of the Company's notice of such Defect of Title in which to cure such Defect of Title unless otherwise agreed to by the parties. If the Company elects to terminate this Agreement, neither party shall have any further obligation hereunder. If the Company elects to waive its objection to the Defect of Title, the title matter objected to shall thereafter be considered a "Permitted Exception." Notwithstanding the foregoing to the contrary, any lien, mortgage or monetary encumbrance against the Yards Parcel (other than real property taxes for the year of closing which are not yet due and payable) will not be considered a Permitted Exception and the Yards Parcel will be conveyed to the Company free and clear of any such liens, mortgages or monetary encumbrances and any such amounts shall be paid by the City or shall be paid from the proceeds of the Option Price due to the City at the Closing.

(iv) Possession. Possession of the Yards Parcel shall be delivered to the Company on the Yards Parcel Closing Date.

(v) Survey. An update of the survey.

(e) *"As Is" Sale*. With the exception of the completion of the City Closing Requirements, the City shall convey the Yards Parcel to the Company in an "as is" condition without representation or warranty except that the Yards Parcel shall not be subject to any flood plain, environmental, or other hazard that would preclude development as an automobile dealership.

(f) *Duration of Option Right*. This Option shall terminate automatically on the Expiration Date or Extended Expiration Date. No further documentation shall be deemed necessary to terminate the Company's rights under this Agreement in the event that the Company fails to exercise such Option or in the event that this Agreement is otherwise terminated; provided however, the parties agree to execute any termination documentation deemed reasonably necessary by the City to confirm termination of the rights of the Company under this Agreement.

(g) *No Assignment*. The rights granted to the Company hereunder are personal to the Company and shall not be assignable to any third party without the prior written consent of the City which shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, City consent is hereby given for an assignment of this Agreement to any entity into which the Company merges or is merged and for which the surviving company continues to operate the Lease Property under the Lease as an auto dealership in which the Company has an ownership interest or has a continued role in management activities. The City's consent to any requested Assignment of Interest to (i) an entity formed by the principals or affiliates of the Company for the purpose of owning the Yards Parcel and leasing the same to the Company or (ii) any person or entity who in good faith intends to operate an automobile dealership on the Yards Parcel, shall be conditioned on (A) such party paying the Option Price less the amount of Lease payment credits made by the Company under the Lease, and (B) the Lease shall be terminated upon exercise of the option and the closing thereof. The City shall respond to the Company's request for consent hereunder within thirty (30) days of delivery of a request for the City's approval. Any attempted Assignment of Interest without the City's consent shall be void, and shall constitute a material default and breach of this Agreement without a requirement for notice to the Company under any provision of this Agreement. "Assignment of Interest" within the meaning of this Section 2.01(g) shall include any merger, reorganization, or similar transaction to which the Company's consent is required, the sale or transfer of all or substantially all of the Company's assets or the transfer a controlling interest in the Company's stock or ownership interests. The City shall not assign or delegate its obligations hereunder; provided that the City may assign to a governmental or quasi-governmental entity controlled by the City, such as the Boulder Municipal Property Authority, at the City's election.

(h) *Subordinate Interest*. The interest of the Company under the Option shall not be subordinated to any financing that the City uses to finance the Yards Parcel and any existing financing on the Yards Parcel. Any such financing shall be paid and the lien thereof released as of the applicable Option Closing Date or Extended Option Closing Date.

(i) *City's Obligations for Yards Parcel Environmental Cleanup*. The City has obtained an environmental report for the Yards Parcel (the "***Yards Parcel Environmental Report***") in accordance with the environmental report standards set forth in the Contract. The Yards Parcel Environmental Report evidences that there are environmental matters that require cleanup and remediation. The City shall be solely responsible for the performance and payment for such cleanup and the completion thereof shall be deemed one of the City's Closing Requirements under Section 2.01(d) and Section 2.03. The cleanup shall meet the standard for "clean" as defined in the Yards Parcel Environmental Report (which shall be clean enough for normal commercial construction and uses including, without limitation, an automobile dealership). The City bears the risk that there are unknown or undisclosed conditions on the Yards Parcel that may increase the cost of environmental contamination remediation and cleanup beyond that included in the Yards Parcel Environmental Report and the City bears the risk that the continued use and possession of the Yards Parcel may increase the cost of such cleanup at such time as the City proceeds with the Yards Parcel cleanup. It is the express intent and agreement of the parties that the City shall bear all cleanup responsibilities and costs associated with the ownership and use of the Yards Parcel during the Option Term and until the Closing. The City shall use Freedom Environmental Consultants, Inc., Richard Luce, P.G., 12808 W. 56th Place, Arvada, Colorado 80002-1330 (the "***Environmental Consultant***") or an alternative environmental contractor reasonably acceptable to the Company and experienced in environmental cleanup in the Boulder/Denver Colorado metropolitan areas to perform the environmental remediation and cleanup. Upon completion of the cleanup of the Yards Parcel, the City shall deliver to the Company at the Option Closing Date evidence acceptable to the Company that such Yards Parcel has been "cleaned" to the standard established in the Yards Parcel Environmental Report.

(j) *Survey*. The City shall provide the Company within fifteen (15) days of the date of this Agreement, a ALTA/ACSM Land Title Survey (1999 Standard) at the City's sole cost and expense, for an Urban Class Survey of the Yards Parcel or other survey reasonably acceptable to the Company prepared by a licensed Colorado surveyor, which shall include the items specified below (the "Survey") showing the size and configuration of the Yards Parcel. The Survey shall contain the legal description of the Yards Parcel and shall show the bearings and distances of all boundary lines, all improvements thereon, all easements and other title matters encumbering or appurtenant thereto, the location of all dedicated public rights-of-way adjacent thereto, any encroachments onto or off of the Yards Parcel, the Federal and City flood zone designation, topographic lines and any other matters that would be disclosed by an accurate survey. The Survey shall include the square footage of the Yards Parcel. The Survey shall contain the certification of the surveyor sufficient for deletion of the standard survey exception from the Title Commitment, and shall be certified to the City, its successors and assigns and the Company.

(k) *City Completion Notice*. When the City has performed its obligations with respect to the Yards Parcel under the terms of Sections 2.01(d) and 2.03, the City shall deliver written notice to the Company that the Yards Parcel has been completed (the "***Yards Parcel Completion Notice***"). If such Yards Parcel Completion Notice is

delivered on or after the Original Expiration Date, then the Company shall complete the Closing within ninety (90) days thereafter on the Option Closing Date.

Section 2.02. RIGHT TO EXTEND; EXERCISE OF OPTION AND CONDITIONS. The Company shall have a right to extend the Original Expiration Date in the event that the Lease has been extended in accordance with Section 2.03 of the Lease. The date of such extension hereunder shall not extend beyond the term of the extended Lease and in the event notice of exercise of this Option has not been given previously, this Option shall terminate at any time that the Lease is terminated, for whatever reason.

Section 2.03. CITY'S DEVELOPMENT AND RE-ZONING AND RE-PLATTING OBLIGATIONS FOR THE YARDS PARCEL. On or before the Option Closing Date (or, if applicable, the Extended Option Closing Date), the City shall, at it sole cost and expense, complete the following development and site preparation obligations for the Yards Parcel:

(a) *Subdivision and Zoning of Yards Parcel.* The City agrees, at its expense, to be responsible for subdividing and re-platting the property so that the Yards Parcel is a separate legally subdivided lot containing 6.6 acres in the configuration generally as shown on Exhibit A attached hereto with the south property line being adjusted so that it generally parallels the north curb of Pearl Parkway but which property line shall be three (3) feet back from the curb or otherwise in accordance with City ordinances and generally as shown on the attached Exhibit A. The City shall begin such subdivision and replatting process within one hundred eighty (180) days of the Effective Date and shall use its reasonable best efforts to timely complete such subdivision within the City's normal subdivision guidelines. The City shall deliver to the Company a preliminary subdivision plat showing the boundary lines for the Yards Parcel and showing access to the Yards Parcel as set forth in Section 2.03(c) below when the same is available to the City in distribution form. The Company shall have ten (10) Business Days after delivery thereof by the City to approve such preliminary plat or propose to the City in writing any reasonable changes requested by the Company that would not, in the reasonable discretion of the City, substantially modify the proposed subdivision or the anticipated size of the resulting lots or otherwise materially increase the City's costs in connection with such subdivision of the Yards Parcel. The Company's approval of the proposed subdivision plat shall not be unreasonably withheld or delayed. In the event that the Company fails to timely respond in writing to the preliminary plat proposed by the City for the Yards Parcel, then the preliminary plat shall be deemed approved by the Company. In the event that the proposed replat of the Yards Parcel is approved by the Company, then the City shall proceed to finalize the replat of the Yards Parcel and proceed to complete the on-site and off-site improvements thereto as required in this Section 2.03. The City shall be solely responsible for the subdivision and replatting of the Yards Parcel (such process the "***Yards Parcel Subdivision Process***") and for all costs and expenses incurred in connection therewith; provided, however, the Company shall cooperate with the City in the Yards Parcel Subdivision Process and shall review and comply with the City requirements in order to facilitate the completion of such Yards Parcel Subdivision Process in a timely manner. The zone classification for the Yards Parcel shall be IS-D and shall permit a new and used automobile dealership and

service and repair facility similar to the dealership in existence as of the date of this Agreement and the commercially reasonable evolution thereof, or such other designation as may be expressly approved by the Company. The Company shall be responsible for the site planning process and subsequent development obligations.

(b) *Utility Service*. The City shall, at its expense, be responsible for extending water, natural gas, sanitary sewer, electric, telephone and cable television utility lines ("the utility lines") from their current locations to a new/platted boundary line of the Yards Parcel, in accordance with applicable local laws, including then existing building regulations and fire codes. The City shall be responsible for obtaining or providing any easements as may be necessary for extending the utility lines to the Yards Parcel. The size or capacity of the utility lines shall be adequate to serve the building to be constructed on the Yards Parcel for use as the Pollard Dealership in its present size and capacity. The Company shall be responsible for extending such utility services within the boundaries of the Yards Parcel to the improvements it constructs thereon and for paying all utility connection and tap fees, fees or costs, and other City imposed charges and fees in connection with the extension of such utility services within the Yards Parcel (to the extent such connection and tap fees, and other fees and costs are imposed by the City, generally, for the extension and tapping of its services) to the improvements to be constructed by the Company; provided, however, that if any such payments are made with the Company's prior written agreement, the Company shall promptly reimburse the City for such amounts. The Company will be solely responsible for making arrangements with the applicable utility provider to extend the utility lines within the boundaries of the Yards Parcel and to provide service to meet the particular needs of the improvements to be constructed thereon; provided, however, the City shall be responsible for relocating the existing above-ground high tension power lines from the Yards Parcel to a location off of the Yards Parcel (with the exception of minor encroachments reasonably approved by the Company) and, if successful, will use reasonable efforts to cause to be vacated or otherwise extinguished any easement therefor. The Company shall be responsible for obtaining telephone and cable television lines and service for the Yards Parcel, if applicable.

(c) *Streets*. Access to the Yards Parcel will be provided via access as shown on the plat prepared in connection with the Yards Parcel Subdivision Process (the "***New Plat***"). The City shall be responsible for constructing a new asphalt access road connecting to "Pearl Parkway" as shown on the New Plat (the "***New Street***") on the west boundary of the Yards Parcel. The Company acknowledges that the City intends to dedicate the New Street to the City. The Company shall be solely responsible for constructing all entryways, driveways and streets within the boundaries of the Yards Parcel. All curbs, curb cuts, and sidewalks on or adjacent to the Yards Parcel required by governmental authorities, and the curb and sidewalk adjacent to the New Street shall be the responsibility of the City. Curb cuts shall be a minimum of two on Pearl Parkway, one on Old Pearl Street and one on the New Street. The City shall, at its expense, install a traffic signal at the intersection of Old Pearl Street and Pearl Parkway at such time as the City deems such installation to be required in accordance with its then current traffic volume threshold, traffic safety, zoning and

planning requirements. The City agrees to extend and improve Old Pearl Street to connect with Pearl Parkway.

(d) *Demolition of Improvements; Grading*. The City shall be responsible for demolition of existing improvements on the Yards Parcel and for removal of all debris therefrom. The City shall also be responsible for completion of overlot grading of the Yards Parcel as shown on EDAW Map dated December 5, 2003 "City Yards' Site Sections" as depicted in Exhibit C ("Benched Landform Alternative" attachment marked III) so as to eliminate the remnant flood channel adjacent to Pearl Parkway so that the new grade is the same as described in Exhibit C above (i.e., level all the way from the rear property line at the back to Pearl Parkway with approximately a 1.5% cross fall). Nothing herein shall limit or restrict any grading by the Company after the Closing of the purchase thereof by the Company so long as such grading is properly permitted and is completed in accordance with all existing regulations, ordinances and City requirements.

(e) *Fencing of Site*. The City will construct a security fence which shall be constructed in a commercially reasonable manner and shall include (as a minimum quality standard), a six foot (6') chain link security grade fence with privacy slats inserted thereon. The fence constructed hereunder shall run along the entire north boundary and along the west boundary of the Yards Parcel proximately adjacent to the New Street, with such setbacks as may be required under then current City ordinances. Upon request by the Company, a portion of the fence along the proposed access road may be substituted with landscaping of equal value.

(f) *Prairie Dogs*. The City shall relocate/remove any prairie dog colonies that may exist in accordance with commercially reasonable standards and requirements.

(g) *Cooperation*. The City and the Company shall cooperate with one another in a reasonable manner to the end that the Option Closing Date occurs as contemplated by this Agreement. All approvals required to be obtained by either party pursuant to this Agreement shall be sought in a reasonable manner and acted upon diligently and expeditiously. Whenever the provisions of this Agreement require one party to obtain the other party's approval, such approval shall not be unreasonably withheld, conditioned (other than expressly set forth herein) or delayed. Each party shall use its good faith efforts to satisfy all the conditions to its performance of this Agreement. The Company shall have the sole responsibility to perform all site planning activities (and shall bear all costs therefor) in connection with the site planning and approval process for the construction of an automobile dealership within the boundaries of the Yards Parcel.

(h) *Current Setback and Landscaping Requirements*. The current City setback and landscaping requirements are attached hereto under Exhibit C.

Section 2.04. RIGHT OF CITY TO LOCATE SUBSTITUTE OPTION PROPERTY. The City has the right to identify and locate an alternative relocation site (an

"***Alternative Relocation Site***") for the Pollard Dealership other than the Yards Parcel that meets the requirements contained herein and, upon identification of such Alternative Relocation Site, the Company shall reasonably consider relocation to such Alternative Relocation Site and, in connection therewith, removal and relocation of the Pollard automobile dealership to the Alternative Relocation Site and completion of the required cleanup of the Lease Property in accordance with the Lease and termination of this Agreement after all obligations of the Company are satisfied and the Pollard Dealership has been relocated. The Company shall also have the option of identifying an Alternative Relocation Site and shall have the right to deliver notice of such election to the City and terminate this Agreement, keeping possession of the Lease Property under the terms of the Lease until such relocation has been completed. The following criteria are required to exist for the Company to consider any Alternative Relocation Site: (i) the Alternative Relocation Site property shall be located on a two way traffic street, and preference is deemed to include (but not to require) an intersection that is signalized; (ii) the number of access points (both ingress and egress) shall be reasonably acceptable to the Company; (iii) the Alternative Relocation Site shall be located within the Boulder City limits; (iv) the minimum size of such Alternative Relocation Site shall not be less than six (6) and not more than seven (7) useable acres; (v) all utilities shall be to the Alternative Relocation Site boundaries; (vi) zoning permitting an automobile dealership similar to the proposed Yards Parcel zoning requirements shall be in place or obtainable; (vii) there shall be a minimum average traffic volume of 40,000 vehicles per day past the Alternative Relocation Site (with seven hundred (700) feet of frontage along the road with such traffic volume); (viii) the Company's franchisor shall have the right to accept or approve the Alternative Relocation Site for the sale of automobiles by the Pollard automobile dealership (the Company agrees to use its commercially reasonable efforts to obtain franchisors' approval of a site approved by the Company); and (ix) the acquisition price for such Alternative Relocation Site shall be in an amount that is acceptable to the Company.

Section 2.05. RIGHT OF COMPANY TO TERMINATE AGREEMENT FOR RELOCATION PURPOSES. The Company shall have the right to terminate this Agreement without penalty by prior written notice to the City given one year in advance of the Company's proposed early termination date (such notice the "***Relocation Termination Notice***") in the event that the Company desires to relocate to an Alternate Relocation Site acceptable to the Company other than the Yards Parcel.

ARTICLE III

EVENTS OF DEFAULT

Section 3.01. EVENTS OF DEFAULT. In addition to any other event specified in this Agreement as an event of default, the occurrence of any one or more of the following events during the Option Term (each, individually, an "***Event of Default***" and collectively, "***Events of Default***") shall constitute a breach of this Agreement by the Company and the City may exercise the rights set forth in this Agreement or as otherwise provided at law or in equity:

(i) There is an "Event of Default" by the Company under the terms of the Lease which is not cured within the time frames provided in the Lease.

(ii) The Company shall default in the performance of or compliance with any of the other material covenants, agreements, terms or conditions of this Agreement to be performed by the Company and such default shall continue for a period of thirty (30) days after written notice thereof from the City to the Company, or, in the case of a default which cannot with due diligence be cured within thirty (30) days, the Company fails to commence such cure promptly within such thirty (30) day period and thereafter diligently prosecute such cure to completion within ninety (90) days. Notwithstanding the above, the Company must immediately remedy any default that imminently threatens an injury or harm to any person or property.

(iii) The Company shall become insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time (the "***Code***"); shall have ceased to pay its debts in the ordinary course of business; shall be unable to pay its debts as they become due; shall make a general assignment for the benefit of creditors; shall file, take any action to file, or notify the City that the Company intends to file, a petition, case or proceeding under any section or chapter of the Code, or under any similar law or statute of the United States or any state thereof relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; shall be adjudicated as a bankrupt or insolvent; shall seek to or consent to or acquiesce in the appointment of any receiver, trustee, liquidator or other custodian of the Company or any material part of its properties, whether or not it relates to their interests in this Agreement; or the Company shall notify the City that it anticipates the occurrence of any of the foregoing conditions; or take any other action for the purpose of effecting any of the foregoing clauses.

(iv) Any execution or attachment is issued against the Company or any of its property whereupon its interest in the Yards Parcel shall be taken or occupied or attached, or attempted to be taken or occupied or attached by someone other than the Company, which execution or attachment is not vacated within thirty (30) days thereafter.

Section 3.02. THE CITY'S REMEDIES UPON DEFAULT.

(a) *Termination*. Upon the occurrence of any Event of Default, the City shall have the option to pursue any and all remedies available to the City under the laws of the State of Colorado. In the event of a material uncured Event of Default, the City may give the Company written notice of its election to terminate this Agreement, effective on the date specified therein, whereupon the Company's rights granted hereunder shall cease and this Agreement, except as to the Company's liability determined in accordance with this Agreement, shall be terminated.

(b) *Damages*. In the event this Agreement is terminated in accordance with the provisions of (a) above, the Company shall remain liable to the City for damages in an amount equal to the actual damages accruing to the City.

(c) *Cumulative Remedies*. Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, including, but not limited to, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by the City of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive. All costs incurred by the City in connection with collecting any damages owing by the Company pursuant to the provisions of this Agreement, or to enforce any provision of this Agreement, including reasonable attorney fees from the date such matter is turned over to an attorney, whether or not one or more actions are commenced by the City, shall also be paid by the Company to the City.

(i) *Miscellaneous*. After an Event of Default by the Company, this Agreement shall continue in effect for so long as the City does not terminate it, and the City may enforce all its rights and remedies under this Agreement

Section 3.03. BANKRUPTCY.

(a) In the event that the Company shall become or be adjudicated bankrupt or insolvent, or if the Company shall file or acquiesce in a petition in any court in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, or if the Company shall make an assignment or other conveyance in trust for the benefit of its creditors, or if any execution or attachment shall be issued against the Company and such execution or attachment shall not be dismissed, vacated, discharged or bonded within sixty (60) days after issuance of same, or if a receiver or Trustee shall be appointed for the Company and such receivership be not discharged within twenty (20) days from the date of such appointment, then upon the happening of any of said events, the term hereby demised shall, at the option of the City, cease and determine, it being expressly agreed that the covenant hereinafter contained against the assignment of this Agreement shall cover the case of the assignment of this Agreement by operation of law as well as the assignment of this Agreement by a voluntary act of the Company.

(b) If this Agreement shall be so canceled and terminated, neither the Company nor any person claiming through or under the Company by virtue of any statute or order of any court shall be entitled to exercise rights under this Agreement. In no event, without the written approval of the City, which approval may be granted or withheld at its sole discretion, shall this Agreement be or be considered an asset of the Company's estate in bankruptcy or insolvency, or any receiver or trustee (hereafter referred to as a "***Trustee***") with respect thereto.

(c) To the extent that the City's right to cancel this Agreement in accordance with the provisions of this Agreement is invalid or unenforceable under the

Bankruptcy Reform Act of 1978 (the "***Act***"), as the same may be amended from time to time, or any other statute or rule of law, then the following provisions shall apply, to the extent valid and enforceable:

(d) If there has been a default by the Company under any provision of this Agreement; the Trustee may not assume this Agreement, unless, at the time of assumption of this Agreement, the Trustee:

(i) cures, or provides adequate assurance (to the City's reasonable satisfaction) that the Trustee will promptly cure such default; and

(ii) provides adequate assurance (to the City's reasonable satisfaction) of future performance under this Agreement, which shall include, without limitation, adequate assurance.

(e) If this Agreement is terminated under the provisions of this Section 3.03 or by reason of rejection by the Trustee, the City shall be entitled to the recovery of damages, and such other remedies, as are provided for herein. The foregoing sentence shall not, however, limit or prejudice the right of the City to petition for and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or arrangement proceeding an amount equal to the maximum allowed by the Act or any other statute or rule of law governing such proceedings and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the damages referred to in the preceding sentence.

Section 3.04. A CITY DEFAULT. If the Company believes that the City is in default of any of the City's obligations hereunder, the Company shall give the City written notice of default. If the City does not cure such default or begin to cure such default within thirty (30) days after receipt of such notice (which, if the City has begun curative measures within such 30 days, the City shall have a reasonable time to complete such measures), or, if the default cannot reasonably be cured within a thirty (30) day period or if the City has not begun to take curative action or is not diligently pursuing completion of such curative action, then the Company may, as its sole remedy for such default, bring an action for specific performance, damages, or both. In the event the City defaults in meeting any of the City's Closing Requirements and has failed to cure all such defaults within twenty (20) years from the effective date hereof, Company shall, in addition to any other remedies, be entitled to holdover and occupy the Lease Property on a month-to month basis subject to all of the then-existing lease terms, including rent, until the City's Closing Requirements are met.

Section 3.05. LEGAL EXPENSES. In the event that either party hereto shall bring legal action against the other party to enforce the provisions of this Agreement, then the prevailing party shall be entitled to reimbursement from the other party for all costs and expenses thus incurred, including reasonable attorneys' fees.

ARTICLE IV

MISCELLANEOUS

Section 4.01. WAIVER. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. No waiver shall be deemed to have been given except if same be in writing.

Section 4.02. ACCORD AND SATISFACTION. No payment by the Company or receipt by the City of a lesser amount than is due to the City as herein stipulated shall be deemed to be other than on account of the amounts due, nor shall any endorsement or statement on any check or any letter which may accompany any check or payment be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City's right to recover the balance of such amounts due or pursue any other remedy in this Agreement provided.

Section 4.03. ENTIRE AGREEMENT. This Agreement, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the City and the Company concerning the Yards Parcel and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or the Company unless reduced to writing and signed by them.

Section 4.04. NO PARTNERSHIP. The City does not, in any way or for any purpose, become a partner of the Company in the conduct of the Company's business or otherwise, or a joint venturer or a member of a joint enterprise with the Company.

Section 4.05. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay ("***Force Majeure Delay***").

Section 4.06. NOTICES. Any and all notices required or which either party herein may desire to give to the other (each, a "***Notice***") shall be made in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier, such as Federal Express or Airborne Express, or by personal service, or by electronic facsimile with proof of receipt, and shall be deemed to be given on the third business day after the date of posting in a United States Post Office or branch post office or one day after delivery to the overnight courier, or upon effecting personal service or delivery by facsimile, and shall be delivered to the City and the Company as follows:

to the Company:	James M. Pollard, Jr. Pollard Friendly Motor Co. 2360 30th Street Boulder, Colorado 80301
with a copy to:	Joseph C. French, Esq. French & Stone, P.C. 720 Pearl Street Boulder, Colorado 80302
to the City:	Attention Boulder City Attorney City of Boulder P.O. Box 791 Boulder, CO 80306
with a copy to:	City Manager City of Boulder P.O. Box 791 Boulder, CO 80306

Either party may, by notice as aforesaid actually received, designate a different address or addresses for communications intended for it.

Section 4.07. CAPTIONS AND SECTION NUMBERS. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Agreement, nor in any way affect this Agreement.

Section 4.08. GOVERNING LAW, PARTIAL INVALIDITY. This Agreement shall be construed and governed by the laws of Colorado. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under the laws of the said State, or otherwise, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 4.09. REPRESENTATION OF PARTIES. The parties hereto represent and warrant to each other that neither has been represented by any broker in connection with the negotiation and/or execution of this Agreement except Don Walker, licensed Real Estate Broker who represents the Company and that, except for the agreement between Company and Walker, there are no claims for brokerage commissions or finder's fees. Each of the parties hereto agrees to indemnify and hold harmless the other party against and from all liabilities arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

Section 4.10. RECORDING. Upon either the City's request or the Company's request, the parties agree to execute and acknowledge a memorandum of option in recordable form,

indicating the names and addresses of the City and the Company, a description of the Property subject to this Option and other material terms of this Agreement. .

Section 4.11. NO CITY LIABILITY; SUBJECT TO APPROPRIATION. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE CITY COUNCIL AND DULY EXECUTED. In no event shall the City be liable to the Company for any amounts or obligations to undertake any actions unless the obligation to make such payments therefor has been approved by the Boulder City Council. All financial obligations of the City hereunder are subject to appropriation, provided that while such failure to make such appropriation shall not be a default hereunder, the failure by the City to comply with any obligations (including payment obligations hereunder) shall give the Company all rights it would have in the event of a default by the City under this Agreement. Notwithstanding anything to the contrary provided in this Agreement, neither any council member, manager, City attorney or their successors, assigns or agents shall have any personal liability with respect to any provisions of this Agreement.

Section 4.12. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstances shall be declared by a judicial body to be illegal, invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and all other terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 4.13. INTERPRETATION.

(a) Whenever in this Agreement any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of a covenant.

(b) All pronouns and any variances thereof shall be deemed to refer to the neuter, masculine, feminine, singular or plural, when the context requires.

(c) No remedy or election given pursuant to any provision in this Agreement shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies at law or in equity as otherwise specifically provided herein.

(d) If, and to the extent that, any of the provisions of any amendment, modification or rider to this Agreement conflict or are otherwise inconsistent with any of the preceding provisions of this Agreement, whether or not such inconsistency is expressly noted in such amendment, modification or rider, the provisions of such amendment, modification or rider shall prevail.

(e) The parties mutually agree that the headings and captions contained in this Agreement are inserted for convenience of reference only.

(f) This Agreement shall be construed in accordance with the laws of Colorado.

(g) The City and the Company each acknowledge and warrant that it has been represented by independent counsel and has executed this Agreement after being fully advised by said counsel as to its effect and significance. This Agreement is the result of negotiations between the parties and their respective attorneys and no provision shall be construed against a party solely on the basis of authorship.

Section 4.14. FURTHER ASSURANCES. The parties agree to execute and deliver such other and additional documents and assurances as may be deemed reasonably necessary to implement the terms of this Agreement.

Section 4.15. TIME OF THE ESSENCE; BUSINESS DAYS. Time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement, and the failure to timely perform any of the terms, conditions, obligations or provisions hereunder by either party shall constitute a breach of and a default under this Agreement by the party so failing to perform. In calculating any period of time provided for in this Agreement, the number of days allowed shall refer to calendar and not Business Days unless otherwise specified. If any day scheduled for performance of any obligation hereunder shall occur on a day that is not a week day or a day on which the Boulder City offices are open for business (a "***Business Day***"), the time period allowed and day for performance shall be continued to the next Business Day.

Section 4.16. SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties, and if there shall be more than one party hereto as the Company, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of the Company unless the assignment to such assignee has been approved by the City in writing as provided in Section 2.01(g) hereof.

[SIGNATURE PAGE FOLLOWS]

DATED this _____ day of October, 2004.

CITY OF BOULDER

By _____
Frank W. Bruno, City Manager

Date:_____, 2004

Attest:

By _____
_____, City Clerk on behalf
of the Director of Finance and Record

Approved as to form:

By _____
_____, City Attorney

POLLARD FRIENDLY MOTOR CO., a
Colorado corporation
By _____
Name _____
Title _____

Date:_____, 2004

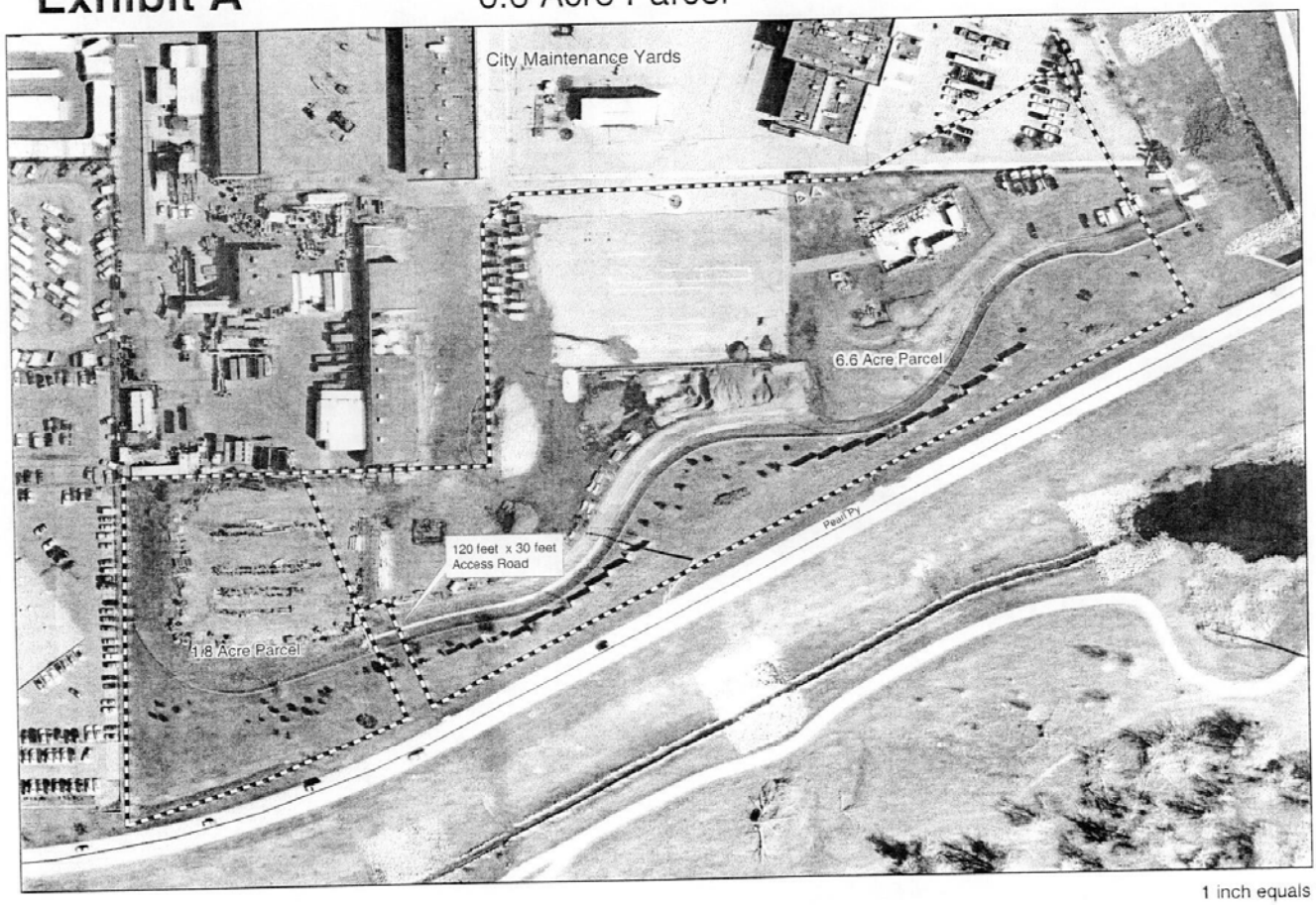
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6.6 Acre Parcel



1 inch equals 100 feet

June 1, 2004

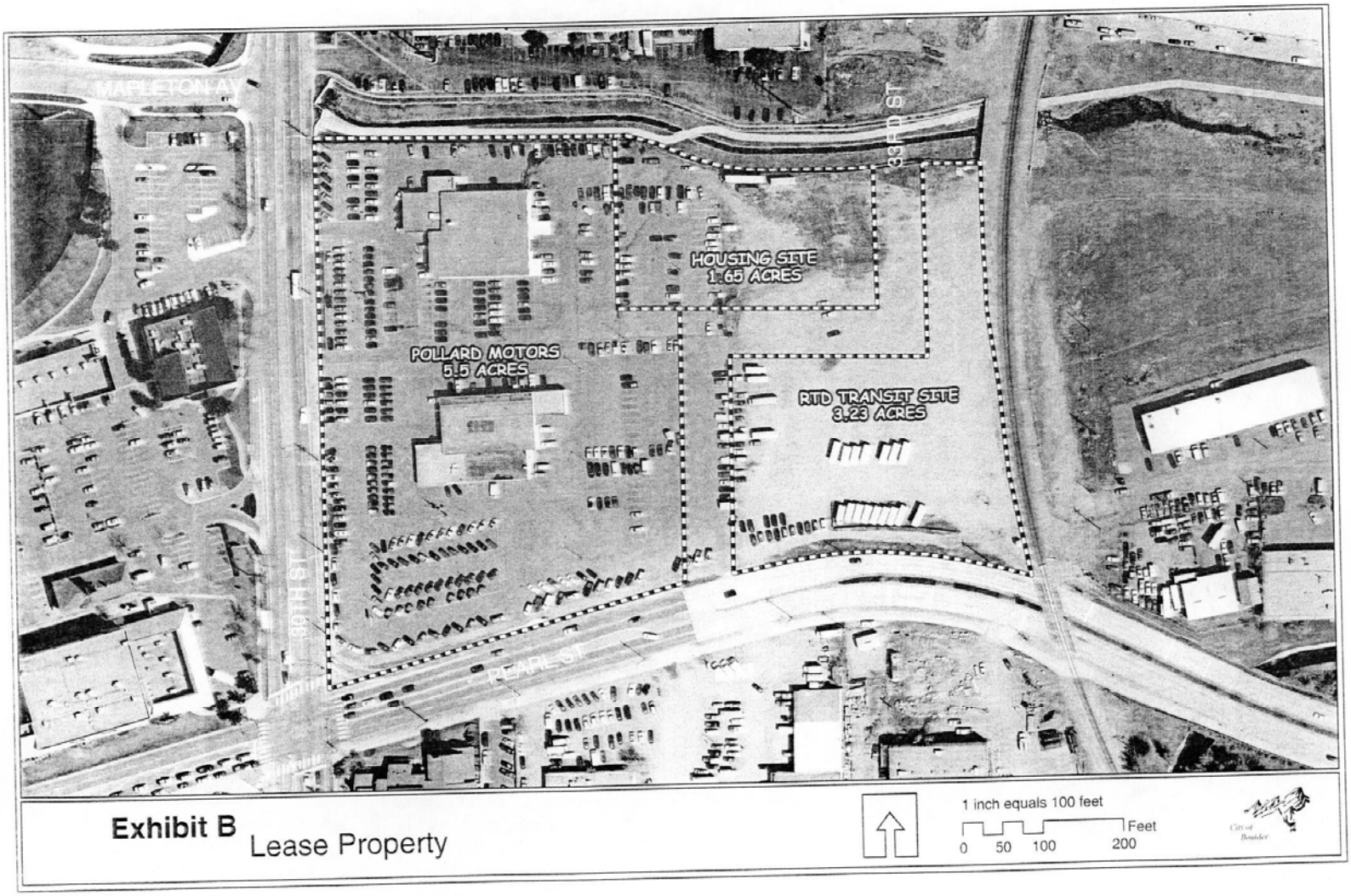
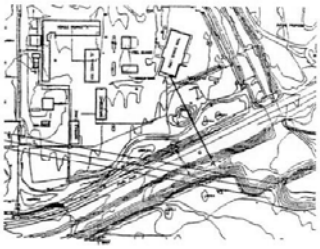
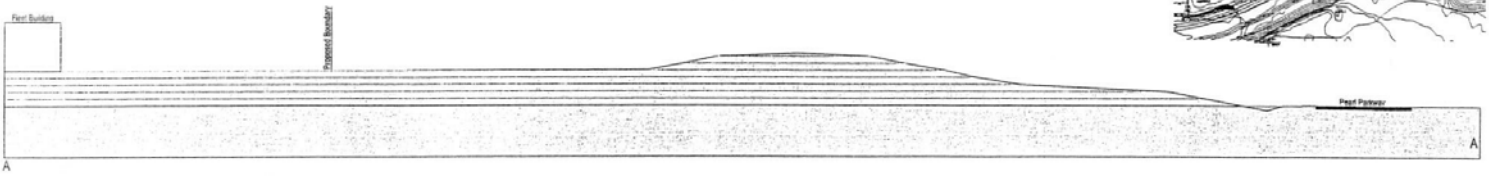


Exhibit B Lease Property

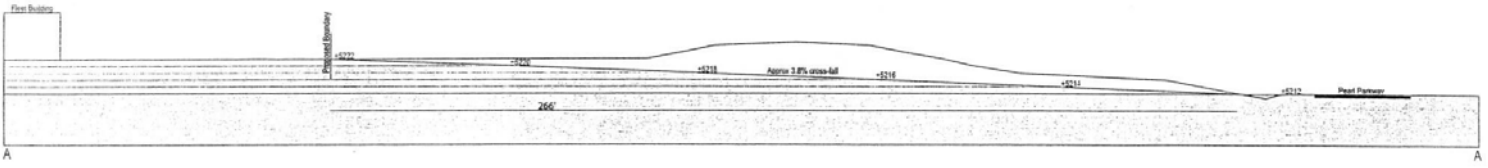
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Key Plan

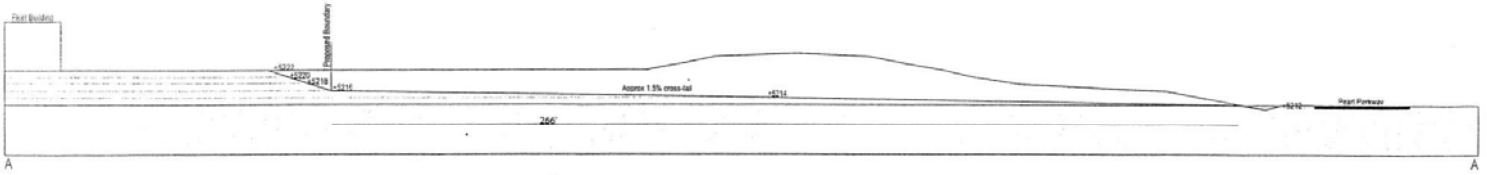




Section A.A.: Existing Landform (2' contour intervals)



Section A. A.: Sloped Landform Alternative (2' contour intervals)



Section A. A.: Benched Landform Alternative (2' contour intervals)



EDAW

05 December 2003

Boulder City Yards

City Yards Site Sections

EXHIBIT F

LEASE AGREEMENT

between

CITY OF BOULDER,

a Colorado municipal corporation

and

POLLARD FRIENDLY MOTOR CO., a Colorado corporation

dated as of October ___, 2004

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("***Agreement***") is entered into as of October __, 2004 (the "***Effective Date***") between the CITY OF BOULDER, a Colorado municipal corporation (the "***City***") and POLLARD FRIENDLY MOTOR CO., a Colorado corporation whose address is 2360 30th Street, Boulder, Colorado 80301 (the "***Company***").

RECITALS

A. The Company is the owner and operator of an automobile dealership (the "***Pollard Automobile Dealership***") and which is commonly known as the Pollard Friendly Motor Co.

B. The City owns certain property located on Pearl Parkway, Boulder, Colorado containing approximately 6.6 acres more specifically described on Exhibit A hereto, which property was previously used by the City as a maintenance facility (the "***Yards Parcel***").

C. The City owns certain additional property located at 30th and Pearl Streets, Boulder, Colorado containing approximately 5.5 acres more specifically described on Exhibit B hereto, which property the City acquired from the an affiliate of the Company, 30TH PEARL LLC, a Colorado limited liability company (the "***LLC***"), and which the City has agreed concurrently with such acquisition from the LLC, to lease the property to the Company for the continued use and operation thereon of the Pollard Automobile Dealership, as such property is more specifically described in Exhibit B attached hereto (the "***Lease Property***").

D. The City and the LLC entered into that certain Contract to Buy and Sell Real Estate dated as of September _____, 2004 (the "***Contract***") pursuant to which this Agreement is being executed and delivered.

E. The City has also agreed to grant to the Company an option (the "***Option***") to acquire the Yards Parcel for relocation of the Pollard Automobile Dealership or to identify an alternative parcel satisfactory to the LLC and the Company for the relocation of the Pollard Automobile Dealership on the limited and express terms and conditions contained in that certain Option Agreement in the form of Exhibit C attached hereto (the "***Option Agreement***").

NOW, THEREFORE, for valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

The defined terms used herein shall have the meaning given such terms in the context in which such terms are parenthetically defined. An index of such defined terms is attached hereto as Appendix I to this Agreement. In addition, the following terms shall have the following meaning given such terms:

"***Base Rent***" means an amount of base rent equal to Twenty Thousand Dollars ($20,000) per month or Two Hundred Forty Thousand Dollars ($240,000) per year or Two Million Four Hundred Thousand Dollars ($2,400,000) for the full Lease Term.

"***Expiration Date***" means the date that this Lease expires which shall, unless this Lease is otherwise terminated as a result of an Event of Default hereunder, expire on the date that is the earlier of (i) a date that the Company terminates this Lease as a result of its election or agreement to relocate to an Alternate Relocation Site pursuant to Section 2.04; (ii) ten years after the Effective Date, which Expiration Date shall be October 30, 2014 (the "***Original Expiration Date***"); or (iii) a date to which the Original Expiration Date may be extended as provided in Section 2.03 (the "***Extended Expiration Date***").

"***Payment Address***" means the place for payment of Rent and other sums due to be paid by the Company hereunder at the following address: City Manager, City of Boulder, P.O. Box 791, Boulder, Colorado 80306.

ARTICLE II

LEASE AND TERM OF LEASE

Section 2.01. LEASE OF LEASE PROPERTY. In consideration of the rents, covenants and agreements of this Agreement to be observed and performed by the Company, the City does hereby demise and lease to the Company and the Company hereby agrees to lease from the City the Lease Property, together with all improvements, rights of way, easements and any other rights, if any, appurtenant thereto (collectively, the "***Premises***"). The parties acknowledge that the Company or its affiliate, the LLC, shall have had continuous possession of the Premises from the time period prior to the date upon which the City became the owner of the Lease Property and that the Company has certain fixtures, equipment and furniture located on the Premises that are owned by the Company (collectively, the "***Company's FF&E***"). The parties acknowledge and agree that the City does not own the Company's FF&E and, therefore, the lease interest granted under this Agreement does not include a lease of any of the Company's FF&E. The Company shall be solely responsible for the Company's FF&E.

Section 2.02. COMMENCEMENT AND EXPIRATION DATE OF TERM. The term of this Agreement (the "***Lease Term***") shall commence on the Effective Date and shall expire on the Expiration Date.

Section 2.03. RIGHT TO EXTEND; EXERCISE OF OPTION AND CONDITIONS. The Company shall have a right to extend the Original Expiration Date as follows:

(a) If the Option is exercised prior to the Original Expiration Date and the City has performed its obligations with respect to the Yards Parcel under the terms of the Option Agreement such that the Yards Parcel has been prepared for transfer and sale in accordance with the terms of the Option Agreement, then the Company shall have an option to extend the Original Expiration Date. The City shall deliver written notice to the Company that the Yards Parcel has been completed in accordance with

the Option Agreement (the "***Yards Parcel Completion Notice***"), whereupon, if such Yards Parcel Completion Notice is delivered on or before the Original Expiration Date, then the Company shall have the right to extend the Original Expiration Date for a period of time not to exceed two (2) years beyond the Original Expiration Date on the same terms and conditions (including the Base Rent amount) as provided in this Agreement. Such two (2) year extension hereunder shall be to allow the Company time to develop and construct the Company's new facility on the Yards Parcel following acquisition of the Yards Parcel by the Company pursuant to the provisions of the Option Agreement. The Company shall deliver a notice to the City exercising its right of extension as provided herein on or before the Original Expiration Date.

(b) In the event that the City has not delivered the Yards Completion Notice on or before the Original Expiration Date, then this Agreement shall be extended for an additional period not to exceed ten (10) years as determined by the Company from and after the Original Expiration Date on the same terms and conditions herein, which extension is intended solely for the purpose of allowing the City to complete its obligations regarding the Yards Parcel in accordance with the Option Agreement. The City shall complete its obligation regarding the Yards Parcel in accordance with the Option Agreement diligently and not later than the Extended Expiration Date. In the event that, during such extension period the City completes the Yards Parcel and delivers to the Company the Yards Parcel Completion Notice, then the Company shall have a period of ninety (90) days to deliver a notice to the City exercising such Option, whereupon the City and the Company shall modify the then applicable Extended Expiration Date to a date which is two (2) years following the Yards Parcel closing date pursuant to the Option Agreement to allow the Company time to develop and construct the Company's new facility on the Yards Parcel following acquisition of the Yards Parcel by the Company pursuant to the provisions of the Option Agreement. Such extension shall be on the same terms and conditions as set forth in this Agreement.

Section 2.04. RIGHT OF THE COMPANY TO TERMINATE AGREEMENT EARLY. The Company shall have the right to terminate this Agreement without penalty by prior written notice given by the Company to the City one year in advance of the Company's proposed early termination date (such notice the "***Relocation Termination Notice***"). In the event that the Company desires to relocate to a property (the "***Alternate Property***") other than the Yards Parcel that is the subject of the Option, the Company shall have the right to continue to occupy the Lease Property under the terms of this Agreement for a period of up to two years (in the sole determination of the Company) following the date of the Relocation Termination Notice (the "***Early Termination Date***"). In no event, however, shall such Early Termination Date extend more than two (2) years beyond the Expiration Date. Notwithstanding the above, in no event shall this Agreement be terminated and possession of the Lease Property delivered to the City prior to the time that the Company or the LLC has completed its contamination remediation and cleanup obligations with respect to the Lease Property in accordance with Section 6.02 of this Agreement.

ARTICLE III

USE

Section 3.01. USE. Unless otherwise approved in writing by the City, the Premises shall be used and occupied by the Company for use as the Pollard Automobile Dealership new and used automobile, truck and other motor vehicle sales, rental, leasing, storage, service and repair, and for purposes reasonably related to the Pollard Friendly Motors business.

ARTICLE IV

RENT

Section 4.01. BASE RENT. The Company shall commence payment of Base Rent and Additional Rent (collectively, the "***Rent***") on the Effective Date. The payment of Base Rent shall commence on the Effective Date and shall continue on the first day of each calendar month thereafter during the Lease Term. The Company agrees to pay to the City in advance and without any prior notice or demand therefor and without any deduction or set-off whatsoever, the monthly installment of Base Rent and together with all Additional Rent due and owing from time to time under Section 4.02. If the Effective Date shall commence upon a day other than the first day of a calendar month, then the Company shall pay, upon the Effective Date, a pro rata portion of the applicable Base Rent, prorated on a per diem basis from the Effective Date through the end of the month in which it occurs. The first full month's Base Rent shall be paid by the Company to the City upon the execution of this Agreement by the parties.

Section 4.02. ADDITIONAL RENT. All sums other than Base Rent payable by the Company under this Agreement shall be payable, and referred to in this Agreement, as "***Additional Rent***" and shall be payable on the next date that Base Rent is due pursuant to Section 4.01 unless other payment dates are specifically set forth herein. The City shall have the same rights and remedies with respect to the failure by the Company to pay Additional Rent as the City has with respect to the failure by the Company to pay Base Rent. Nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the City.

Section 4.03. TRIPLE NET LEASE. This Agreement and the lease provisions hereof shall be "triple net" to the City and, accordingly, the Company is responsible for payment of all taxes, or use fees in lieu of taxes of whatever kind or nature, and all expenses and costs related to the operation, upkeep and maintenance of the Premises, including all use taxes, utility charges and all insurance premium costs and deductible amounts necessary to maintain the insurance coverage required under this Agreement as the same become due and payable

Section 4.04. LATE PAYMENT FEES AND INTEREST CHARGE. In the event that any installment or payment of Base Rent is not received by the fifth (5^{th}) day of the applicable month of the Lease Term, or Additional Rent or any other sum required hereunder to be paid by the Company to the City is not received by the City on or before the fifth (5th) calendar day after written notice that the same is due and payable, then for each and every such late payment, in addition to the payment then in arrears, the Company shall immediately pay to

the City, as Additional Rent, a late payment fee equal to ten percent (10%) of the unpaid principal sum due plus simple interest accruing on the unpaid principal sum at the rate of ten percent per annum (10%) beginning on the date such money becomes due and payable until such money is paid in full. The provisions in this Agreement providing for the payment of a late payment fee shall not be construed to extend the date for payment of any sums required to be paid by the Company hereunder or to relieve the Company of its obligation to pay all such sums at the time or times herein stipulated. Notwithstanding the imposition of such late payment fees pursuant to this Section 4.04, the Company shall be in default under this Agreement if any or all payments required to be made by the Company are not made at the time herein stipulated, and neither the demand for, nor collection by, the City of such delinquent principal sums and late payment fees shall be construed as a cure of such default on the part of the Company.

ARTICLE V

SERVICES PROVIDED BY AND OBLIGATIONS OF THE CITY

Section 5.01. SERVICES. The City shall have no obligation to furnish water, gas, electricity, heat and air conditioning or other utilities required for the permitted use of the Premises as provided in Section 3.01 and the Company shall have the sole obligation to provide such utilities for its use as allowed herein. Notwithstanding the above, the City agrees not to take any action to terminate or interfere with the provision of such services to the Premises. The Company shall take no action to modify or expand the location of the existing easements for utilities without the express written consent of the City, which consent shall not be unreasonably withheld or delayed.

Section 5.02. INTERRUPTION OF SERVICE. The City shall not be liable for damages or consequential damages or in any other way in the event of loss, damage, failure, interruption, defect or change in the quantity or character or supply of electricity or any other utility service furnished to the Premises, unless caused by the gross negligence or willful misconduct of the City, its agents, contractors or employees, and the Company agrees that such supply may be interrupted for inspection, repairs, or in case of emergency; nor shall the foregoing be construed as a constructive eviction of the Company, or excuse the Company from failing to perform any of its obligations hereunder. The City shall attempt to provide the Company with reasonable advance notice of any interruption in service, and shall use reasonable efforts to schedule any potentially disruptive, non-emergency repairs, or examination outside normal business hours. The City shall only be required to maintain such services as are reasonably possible under the circumstances in the event all or any part of such systems, facilities and equipment are destroyed, damaged or impaired until completion of the necessary repair or replacement.

Section 5.03. SECURITY MEASURES. The City shall have no liability to the Company, its employees, agents, invitees or licensees for actual, exemplary or consequential damages or in any other way for losses due to any criminal act or for damages done by unauthorized persons on or about the Premises and the City shall not be required to insure against any such losses. The City shall have no obligation to provide any security to the Premises and the Company assumes all responsibility for the protection of the Company, its agents, its employees and invitees and its and their property from acts of third parties. Sections

5.01, 5.02, 5.03, 11.02, 11.03 and Article VIII are not intended to reduce City's existing legal obligations (if any) as a municipal provider of utilities, fire and police services to Company as a corporate citizen doing business in the City of Boulder and connected to municipal utility services.

Section 5.04. RIGHT OF ENTRY BY THE CITY. The City and the City's agents and representatives shall have the right to enter the Premises at any time in case of an emergency such as a fire, and at all other times during reasonable business hours and upon reasonable notice for any purpose permitted pursuant to the terms of this Agreement, including, but not limited to, examining the Premises, showing the Premises to prospective developers in a reasonably discrete manner, planners or mortgagees, posting notices of non-responsibility and for all other commercially reasonable purposes. The City shall cooperate with Company to minimize any interference with Company business during such entries to the Lease Property.

Section 5.05. CITY'S RIGHT TO CURE. All agreements and provisions to be performed by the Company under any of the terms of this Agreement shall be at the Company's sole cost and expense if so provided herein and without any abatement of Base Rent or Additional Rent. If the Company shall fail to perform any act or to pay any sum of money (other than Base Rent) required to be performed or paid by it hereunder, or shall fail to cure any default and such failure shall continue beyond any applicable notice and grace period set forth herein, then the City may, at its option, after a two-business-day notice and without waiving or releasing the Company from any of its obligations hereunder, make such payment or perform such act on behalf of the Company. All sums paid and all costs incurred by the City in taking such action shall be deemed Additional Rent and shall be paid to the City on demand.

Section 5.06. CITY RESERVATIONS. Notwithstanding the foregoing, with the Company's approval which shall not be unreasonably withheld or delayed, the City shall have the right to grant any easements, licenses or other rights of use on, over, under and above, and within or upon the Premises for such purposes as the City determines so long as such grant does not materially interfere with the use and operation of the Premises by the Company for the Pollard Automobile Dealership.

Section 5.07. THE CITY'S OBLIGATIONS TO CONSTRUCT FENCE; ACCESS. The City shall construct a fence along the east Lease Property line separating the Lease Property from the newly created east parcel owned by the City. Such fence shall be constructed within ninety (90) days after the Effective Date at the City's sole cost and expense. The fence to be constructed by the City hereunder shall be constructed in a commercially reasonable manner and shall include (as a minimum quality standard), a six-foot (6') chain link security grade fence with privacy slats inserted thereon. In the event that the City constructs a new street or other new access road along such easterly Lease Property boundary line, the City agrees to add a curb cut and to provide access (at a location that is reasonably acceptable to both the Company and the City) through the fence, at the City's sole cost and expense, to allow access though the fence to any such new access street. In the event that the street so constructed on the east boundary to the Lease Property is added as a private street to serve only the City's adjacent property, and is not a dedicated, public street, then this requirement to add an access point and fence opening shall be added to the leasehold interest herein as an easement for access purposes over the designated portion of such new street to permit ingress and egress south to Pearl Street and the parties agree

to amend this lease for the City to grant such easement and access rights in a form and with exhibits as may be deemed reasonably necessary by the City to identify the easement and access areas granted to the Company. A general depiction of the fence and, if applicable, the proposed new road and access area contemplated hereunder shall be shown on an exhibit to be attached to such access easement and shall be delivered to the Company within thirty (30) days after the Effective Date. Upon request by the Company, a portion of the fence along the proposed access road may be substituted with landscaping of equal value as approved by the Company.

Section 5.08. RIGHTS OF ACCESS. The City agrees to maintain existing access from Pearl Street to the Lease Property by the use of the two existing westerly curb cuts and by the existing curb cuts on Thirtieth Street or by substitute access as may be proposed by the City and for which the Company shall have reasonable approval rights in the replatting process completed pursuant to the Contract. One of such access points on both Pearl Street and Thirtieth Street shall allow for full movement (left turn and right turn) for ingress and egress. Notwithstanding this requirement, the City shall have the right if required by a state or federal agency to conform any currently existing or future access to the Lease Property to then current safety standards and street maintenance ordinances existing or enacted by the City in the future and that may be applicable to the Lease Property.

ARTICLE VI

CONDITION OF PREMISES; ENVIRONMENTAL CONDITION

Section 6.01. "AS-IS" CONDITION; ENVIRONMENTAL CONDITION. The Company acknowledges that the City has never had possession of the Lease Property. The Company hereby agrees that it or the LLC has had continuous possession of the Premises from the period of time prior to the Effective Date and that the Company has seen and viewed the buildings on and all other improvements to the Premises and is satisfied and content with same, and that the Company hereby accepts possession of the Premises in its "as-is", "where is" condition. In addition, the Company acknowledges that it or the LLC has obtained, pursuant to the requirements of the Contract, an environmental report showing the environmental condition of the Premises and that the Company accepts full responsibility for the environmental condition of the Premises and expressly releases, indemnifies and agrees to hold harmless the City and all of the City's agents and employees from and against all damages, causes of action, claims and cleanup costs that may be suffered or occasioned due to the environmental condition of the Premises existing on the Effective Date. The parties acknowledge the existence of a recent environmental report (including both a Phase I and Phase II studies in a combined report, if available) (collectively, the "***Lease Property Environmental Report***") prepared by an environmental consultant for the Lease Property using the environmental study standards agreed to by the parties in the Contract. Such Lease Property Environmental Report estimated the total environmental remediation and cleanup costs for the Lease Property to meet the then applicable Federal and Colorado State requirements, including, without limitation, the requirement to obtain a determination of and the subsequent issuance by the Colorado Department of Health and Environment or the Colorado State equivalent environmental regulatory agency confirming that no further action is necessary with no restrictions or use limitations (the "***Clean Determination***").

Section 6.02. CLEANUP OBLIGATIONS AND COSTS FOR LEASE PROPERTY CONTAMINATION.

(a) *Company Responsibility.* The obligation for the cleanup and for payment of all cleanup costs for any environmental problems caused by the Company after the Effective Date so not disclosed in the Lease Property Environmental Report shall be the sole responsibility of the Company and the Company shall bear all costs and expenses incurred in connection therewith. The obligation of the Company shall be a joint and several obligations with the LLC under the cleanup obligations of the LLC under the terms of the Contract. The Company may initiate such cleanup work at any time after the Effective Date or, the election of the Company, the environmental contamination remediation and cleanup on the Lease Property shall not be required to be commenced until the earlier of (i) the cessation of the operation of the Lease Property by the Company as an automobile dealership or (ii) such earlier time as may be elected by the Company (the "***Lease Property Cleanup***"); provided, however, that such Lease Property Cleanup shall be completed by the Company prior to the earlier of (x) the Expiration Date, or Extended Early Termination Date or (y) the earlier termination of this Agreement and vacation thereof by the Company in accordance with this Agreement, or (z) such other date as the Company and the City may agree to in writing.

(b) *Risk of Unknown and Undisclosed Environmental Conditions.* Nothing herein shall impose liability on the Company for environmental matters that arise during the Lease Term as a result of migration of contamination onto the Lease Property from off-site, and such risks shall be borne by the City as the then owner of the Lease Property. However, the Company shall deliver written notice to the City if the Company receives actual knowledge of an adjacent property owner's potential liability for environmental contamination of the West Parcel occurring during the term of the Lease Agreement. The Company bears the risk that the cost of environmental contamination remediation and cleanup beyond that estimated in the Lease Property Environmental Report (such estimate, the "***Lease Cleanup Estimate***") may increase as a result of the Company's continued possession and operation of the Lease Property during the term of the lease (including changes to laws or regulations during the term of the Lease). It is the express intent and agreement of the parties that the Company shall bear all cleanup responsibilities and costs and all liabilities associated with the operation of the Lease Property after the Effective Date, regardless of when discovered, identified or disclosed. The Company also bears the risk that the continued use and possession of the Lease Property during the Lease Term may increase the cost of such cleanup at such time as the Company proceeds with the Lease Property Cleanup.

(c) *Cleanup; Security to Payment of Cleanup Costs; Escrow.* The Company shall use an environmental contractor experienced in environmental cleanup in the Boulder/Denver Colorado metropolitan areas to cleanup all environmental impairments disclosed in the Lease Property Environmental Report and such contractor shall be approved by the City in writing. Any contract for cleanup of such environmental matters disclosed in the Lease Property Environmental Report shall

expressly state that the City shall be a third–party beneficiary and all insurance policies (including builder's risk and all other policies issued under such contract) shall name the City as an additional insured. The City shall have the right to elect to have 100% of the Lease Cleanup Estimate escrowed with a title company or an alternative escrow agent acceptable to the parties on or before the Effective Date and such escrowed amounts shall be paid from time to time to the Company or the Contractor in connection with the funding of the cleanup costs actually incurred by the Company in performing the Lease Property Cleanup work based on delivery of requisition forms, lien waivers and delivery of such other items as the City may reasonably require in connection with the disbursement of proceeds in the nature of construction funding in a commercially reasonable draw process. The Company may purchase (at its sole cost and expense) a policy of environmental insurance for coverage in connection with its obligations under this Agreement and the City agrees to cooperate with the Company in obtaining such environmental insurance coverage.

(d) *Clean Up of Lease Property Prior to Lease Termination*. Prior to the Expiration Date or upon the earlier cessation of the use of the Lease Property by the Company as an automobile dealership, and, in any event, prior to relinquishment of possession by the Company of the Lease Property under the term of this Agreement, the Company shall be responsible for obtaining and paying for an updated environmental report from the Environmental Consultant or, in the event that such Environmental Consultant is no longer in business, from an environmental consultant with similar expertise in the Boulder or Denver metropolitan area, which alternative environmental company shall be selected by the City and shall be reasonably acceptable to the Company, and such consultant shall prepare the updated environmental report in accordance with the Environmental Report Standards on the Lease Property showing the then current environmental condition of the Lease Property (the "***Updated Report***"). The Updated Report shall be prepared only after the Company has stopped using the Lease Property for the operation of an automobile dealership. A copy of such Updated Report shall be delivered to the City by the Company with a certification that the report was completed after cessation of operation of the automobile dealership. In the event that the cleanup costs for the Lease Property are in excess of the Lease Cleanup Estimate relating to the Lease Property, then the Company shall immediately deposit in to the escrow maintained by the City the amount representing 100% of the differential in the estimated cleanup costs (the "***Increased Lease Cleanup Costs***") and the Company shall begin the process of cleaning up the Lease Property to the Clean Determination standard. The cleanup of the Lease Property shall commence within thirty (30) days after the date of the Updated Report and shall be completed prior to the Expiration Date or Extended Early Termination Date. Upon completion of the cleanup of the Lease Property, the Company shall deliver to the City evidence that such Lease Property has been "cleaned" to the Clean Determination standard, including an environmental certification executed by the Company to confirm that the cleanup has met such Clean Determination standard, whereupon the balance of any escrowed funds shall be released to the Company. The foregoing notwithstanding, nothing herein shall expand the Company's and LLC's obligations of cleanup beyond that established in the Contract and this Section 6.02, it being understood that the Company's responsibility

for any contamination it creates during the Lease Term is not limited by the cleanup amounts established in the Contract. The parties intend this Agreement to be consistent with the Contract, but in the event of any other conflict between the provisions of this Agreement and the Contract related to cleanup obligations, the provisions of the Contract shall control. The environmental certification shall confirm that all asbestos, if any, in the buildings located on the Premises have been properly removed and contained in anticipation for demolition of the building by the City. The parties agree to consult in good faith about the disposition of the buildings and structures on the Lease Property at the time the Updated Report is to be prepared. If the City intends to demolish the buildings and structures after taking possession of the Lease Property, it will remove the buildings, concrete, asphalt, structures and resulting debris at its own cost and expense to enable Company and the LLC to conduct cleanup under the buildings, concrete, asphalt and structures, provided that the company shall be responsible for and shall first conduct cleanup of environmental contamination contained within any buildings, concrete, asphalt and structures to be removed by the City. If the City does not intend to remove the buildings and structures, the cleanup operations will not extend under the buildings and structures or into areas required for subjacent support of the buildings and structures.

(e) *City's Election to Conduct Cleanup*. Notwithstanding anything herein to the contrary, the City shall have the right (but not the obligation) by written notice to the Company delivered within ten (10) Business Days after the City's receipt of the Updated Report to elect to perform the cleanup of the Lease Property, including the selection and administration of the contract or contracts for such cleanup work. In such event, the amount equal to the Increased Lease Cleanup Costs plus any other amounts reasonably determined by the City as necessary to fund the administration of the cleanup (in an overall amount not to exceed 100% of the Increased Cleanup Costs) shall be paid over to the City by the Company and the City shall have the right to contract for and complete such cleanup.

(f) *Obligation to Cooperate; Grant of Access*. The parties agree to cooperate with one another to cause the Updated Report to be timely prepared and delivered and the Company agrees to make the Lease Property accessible to the environmental consultants selected by the City and to its contractors in connection with the preparation of the Updated Report and in connection with the implementation of any plan of cleanup. The Company hereby grants to the City and to its environmental consultant and its contractors an access easement and construction easement for the purposes contemplated by this Agreement, provided Company is kept reasonably advised of activities on the Lease Property and that it may require reasonable assurances to protect against liens and liability for City activities on the Lease Property. The parties agree to use their commercially reasonable efforts to accommodate the environmental cleanup of the Lease Property with the ongoing operations of the party's respective adjacent properties.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES

Section 7.01. GOVERNMENTAL REGULATIONS.

(a) The Company shall comply with all current and future laws, orders and regulations of federal, state, county and municipal authorities and with any directive of any public officer or officers pursuant to law ("Laws") applicable to the Premises which shall impose any violation, order or duty upon the City or the Company with respect to the Premises or the buildings or improvements thereon or the use or occupation of the Premises, including, without limitation, all applicable Laws, relating to public health and safety and protection of the environment. This Section 7.01 applies to City ordinances, regulations, or orders of general applicability which are not designed or intended to frustrate the purposes of this Agreement.

(b) The Company will immediately notify the City and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to its obligations under Section 7.01(a). The Company will promptly cure and have dismissed with prejudice any such actions and proceeding to the reasonable satisfaction of the City. The Company will keep the Premises free of any lien imposed pursuant to any Laws.

Section 7.02. ENVIRONMENTAL REGULATION COMPLIANCE. The Company shall not install, use, generate, store or dispose of in or about the Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or any similar law or regulation, including without limitation any material containing asbestos or PCB (collectively "***Hazardous Materials***") without the City's written approval of each Hazardous Material. The City's approval is hereby given for reasonable use by the Company of Hazardous Materials customarily used in automobile dealership, service, and repair business operations so long as the Company uses such Hazardous Materials in accordance with applicable Laws. The Company shall indemnify, defend and hold the City harmless from and against any claim, damage or expense arising out of the Company's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether the City has approved the activity.

ARTICLE VIII

AUTOMOBILE STORAGE; PARKING OF INVENTORY

During the Lease Term, the Company shall have the exclusive use of the parking area servicing the Premises. The City shall not be liable for any damage of any nature to, or any theft of, vehicles, or contents thereof, in or about the parking area, including any inventory of vehicles located from time to time on the Premises and the Company shall keep all such inventory adequately insured.

ARTICLE IX

ALTERATIONS AND SIGNAGE

Section 9.01. ALTERATIONS.

(a) *Construction*. After the Effective Date, the Company shall have the right to make any alterations, improvements, or additions in, on or about the Premises, as the Company deems necessary for the continued operation of the Pollard Automobile Dealership, all at the Company's sole cost and expense (collectively "***Alterations***"); provided, however, that the Company shall keep the City reasonably informed of any Alterations and the timing of construction thereof. Any such alterations, improvements or additions shall be at the Company's sole cost and expense and shall be completed in a timely and workmanlike manner. There shall be no adjustment in the Base Rent due hereunder as a result of any such improvements.

(b) *Permits and Approvals*. The Company shall acquire and comply with all necessary permits and approvals from all applicable governmental agencies for work requiring governmental permits or approvals. The City will not object to the issuance of permits and approvals for construction that complies with Section 9.01(a) and generally applicable codes, ordinances, laws and regulations. The Company shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for the Company at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the building, or any interest therein. Prior to construction, the Company shall post notices of the City's non-responsibility for payment for the Company's Alterations in or on the Premises or the building as provided by law, and the City shall have the right to post such notices if the Company fails to do so.

(c) *Ownership of Alterations*. All Alterations by the Company shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and, except for trade fixtures, shall become the property of the City and remain upon and be surrendered with the Premises at the expiration of the Lease Term, unless the parties otherwise agree.

Section 9.02. REMOVAL OF PERSONAL PROPERTY. Prior to vacating the Premises, the Company shall, at its sole cost and expense, remove its signs and all personal property of the Company comprised of the Company's FF&E from the Premises and the building, and upon the removal or alteration of any of its signs and lighting for any reason, the Company shall repair, paint, restore or replace the surface beneath such signs or placards damaged by such removal, unless waived by the City because demolition of the buildings is immediately forthcoming. If the Company fails to comply with its sign removal and restoration obligations, the City may, without liability, enter upon the Premises or the building, and perform the Company's sign removal and restoration obligations, all at the Company's expense.

ARTICLE X

TENANT'S MAINTENANCE, REPAIR AND SURRENDER OF PREMISES

Section 10.01. THE COMPANY'S MAINTENANCE. The Company shall not permit or commit waste of the Premises. The Company shall be responsible for cleaning, repainting and making repairs, replacements and alterations to the Premises as needed, in a good and workmanlike manner in accordance with the terms and provisions of this Agreement. The Company shall be responsible for replacing lamps and bulbs in lighting fixtures within the Premises. The Company shall, at its own expense, provide janitorial service for the cleaning of the Premises. The Company shall repair or replace, at the Company's sole cost, to the extent not covered by insurance, any damage done to the building or any part thereof caused by the Company or the Company's agents, employees, contractors, invitees or visitors. This Lease is triple-net and the City shall not be responsible for any costs, expenses with respect to the maintenance of the Premises.

Section 10.02. SURRENDER OF THE PREMISES; REMOVAL OF COMPANY'S PROPERTY; CITY'S ULTIMATE INTENT TO DEVELOP LEASE PROPERTY. On the last day of the Lease Term or on any earlier Expiration Date or Extended Early Termination Date, the Company shall peaceably and quietly quit and surrender the Premises to the City in the same condition as received on the Effective Date or the date of relocation as the case may be, clean and free of debris, excepting only ordinary wear and tear and loss by fire or other casualty which the Company is not obligated to repair pursuant to this Agreement. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if it could have been prevented by prudent maintenance practices by the Company. Unless the City has agreed to removal of the same, the Company shall leave all Alterations on the Premises in good operating condition, subject to ordinary wear and tear. The Company shall remove all of the Company's FF&E.

Section 10.03. LIENS.

(a) *Prohibition*. The Company shall keep the Premises and the building free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Company, except if such work is performed by the City on the Company's behalf. Should any mechanic's or other lien be filed against the Premises or the building by reason of the Company's or its agents' or contractors' acts or omissions or because of a claim against the Company, the Company shall cause it to be canceled and discharged of record by bond or otherwise within thirty (30) days after the filing thereof unless the Company disputes said lien and actively contests the same, in which case Company shall cause it to be discharged of record by bond within ninety (90) days. Should the Company fail to discharge such lien within such time periods, the City may do so by whatever means the City deems appropriate, in which event the Company shall reimburse the City, on demand, as Additional Rent, for the amount of the lien or the amount of the bond, if greater, plus all administrative costs incurred by the City in connection therewith. The remedies provided herein shall be in addition to all other remedies available to the City.

(b) *Liability to Third Parties*. Nothing contained in this Agreement shall be construed as constituting the consent or request of the City, express or implied, to, or for the performance by, any contractor, laborer, materialman or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. The Company and any subtenants shall have no power to do any act or make any contract that may create or be the foundation of any lien, mortgage or other encumbrance upon the reversionary or other estate of the City, or any interest of the City in the Premises or the building. Notice is hereby given that the City is not and shall not be liable for any labor, services or materials furnished or to be furnished to the Company or to anyone holding the Premises or any part thereof, and that no mechanics' or other liens for any such labor, services or materials shall attach to or affect the interest of the City in and to the Premises or the building.

ARTICLE XI

INSURANCE AND INDEMNITY

Section 11.01. TENANT'S INSURANCE. The Company shall procure and maintain throughout the Lease Term of this Agreement, at its sole cost and expense, general liability insurance in an amount not less than a combined single limit of Two Million Dollars ($2,000,000.00) and casualty insurance on the building structures to their full replacement value. The City shall be named as an additional insured on these policies at no expense to the City. The minimum limits of insurance coverage required by Rider 12.01 shall not limit the liability of the Company for its acts or omissions as provided in this Agreement. All insurance required hereunder shall be placed with companies which are rated A-:VII or better by Best's Insurance Guide and licensed to do business in the state in which the building is located and shall name the City as an additional insured thereunder. All such policies shall be written as primary policies not contributing with and not supplemental to the coverage that the City may carry, with deductibles not to exceed one percent (1%) of the amount of coverage. The Company shall be responsible for the payment of any deductible in the event of an insured loss. The Company shall deliver certificates for all such policies prior to the Effective Date, or, in the case of renewals thereto, fifteen (15) days prior to the expiration of the prior insurance policy, together with evidence that such policies are fully paid for, and that no cancellation, material change or non-renewal thereof shall be effective except upon thirty (30) days' prior written notice from the insurer to the City. If the Company shall fail at any time to procure or maintain the insurance required herein, or to provide proof of insurance as required, or if the insurer notifies the City that any coverage is to be canceled or non-renewed, such failure or event shall be an event of default hereunder, and the City may, at its option, procure such insurance on the Company's behalf and the cost thereof shall be payable upon demand, as Additional Rent. Payment by the City of any insurance premium or the carrying by the City of any such insurance policy shall not be deemed to waive or release the default of the Company with respect thereto.

Section 11.02. SUBROGATION. Notwithstanding anything to the contrary contained herein, upon approval by the Company's insurance carrier, which approval the Company will diligently seek, the Company shall waive and release its rights of recovery against the City and its officers, agents and employees for any damage to real or personal property, including

resulting loss of use, interruption of business, and other expenses occurring as a result of the use or occupancy of the Premises or the building to the extent that the loss or damage is either covered by the Company's insurance or is required to be covered by the Company's insurance pursuant to this Agreement. The Company agrees that all policies of insurance obtained by it pursuant to the terms of this Agreement shall contain provisions or endorsements thereto waiving the insurer's rights of subrogation with respect to claims against the City, and, unless the policies permit waiver of subrogation without notice to the insurer, each shall notify its insurance companies of the existence of the waiver and indemnity provisions set forth in this Agreement.

Section 11.03. WAIVER.

(a) *Waiver of the City Liability*. As a material part of the consideration to the City for this Agreement, the Company hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause, and the Company hereby waives all claims with respect thereto against the City and its affiliates and their respective officers, shareholders, partners, managers, members, employees, contractors and agents, except if directly caused by the City's gross negligence or willful misconduct, and the Company waives all claims against such parties for any and all losses, damages (including consequential or punitive damages) and other costs arising from any cause whatever (unless caused by the City's gross negligence or willful misconduct), including, without limitation, any such injury or damage caused by or resulting from (i) fire, explosion, smoke, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, (ii) the acts or omissions of any other tenant or any officer, agent, employee, contractor or guest of any such tenant (iii) interference with the electrical service, ventilation, utilities or other services to the Premises, (iv) any latent defect in the Premises or building, (v) any act, omission, event or circumstance for which the Company is required to insure, or (vi) any construction, Alterations or repair required or permitted to be performed by the Company or the City under this Agreement. The Company shall give immediate notice to the City in case of casualty or accidents in or about the Premises.

ARTICLE XII

OFFSET STATEMENT, ESTOPPEL, ATTORNMENT AND SUBORDINATION

Section 12.01. OFFSET STATEMENT, ESTOPPEL. At any time and from time to time upon written request by the City, the Company hereby agrees to deliver within thirty (30) days after request, an estoppel certificate in or upon the form supplied by the City and reasonably acceptable to the Company certifying (if such be the case): (a) that the Company has accepted the Premises or, if the Company has not done so, that the Company has not accepted the Premises, and specifying the reasons therefore; (b) that this Agreement is in full force and effect, and (c) that there are no defenses or offsets to the obligations of the Company hereunder and that there are no defaults by the Company or the City hereunder (or stating those claimed by the Company), and (d) such other information as may be reasonably required by the City.

Section 12.02. ATTORNMENT. The Company shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the City covering the Premises or in the event of any termination of any underlying lease, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser or lessor under any underlying lease as the City under this Agreement, without change in the terms or other provisions of such lease.

Section 12.03. SUBORDINATION. This Agreement, and all rights and interests of the Company hereunder, at the City's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the building or any interest of the City therein (collectively "***Mortgage***") and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, the Company's right to quiet possession of the Premises shall not be disturbed if the Company is not in default unless this Agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Agreement be senior to the lien of its Mortgage, and shall give written notice thereof to the Company, this Agreement shall be deemed senior to such Mortgage, whether this Agreement is dated prior or subsequent to the date of said Mortgage or the date of recording thereof. The Company agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Agreement prior to the lien of any Mortgage. The Company's failure to execute such documents within ten (10) days after written demand shall constitute a material default by the Company hereunder without further notice to the Company or, at the City's option, the City shall execute such documents on behalf of the Company as the Company's attorney-in-fact. The Company does hereby make, constitute and irrevocably appoint the City as the Company's attorney-in-fact and in the Company's name, place and stead, to execute such documents in accordance with this Section. Notwithstanding anything in this Article to the contrary, as a condition to the effectiveness of the subordination and attornment in this Article the City will obtain a reasonably acceptable non-disturbance agreement from the holder(s) of any Mortgage and superior lien(s). The non-disturbance agreement will provide that the City will not be disturbed by the holder(s) of the Mortgage or superior lien(s) so long the Company is in compliance with the terms of this Lease.

ARTICLE XIII

ASSIGNMENT AND SUBLETTING

Section 13.01. ASSIGNMENT AND SUBLETTING.

(a) *No Assignment.* The Company shall not voluntarily or by operation of law assign, transfer, sublet, mortgage, collaterally assign, or otherwise transfer or encumber (referred to as "***Assignment of Interest***") all or any part of the Company's interest under this Agreement or in the Premises, without the City's prior written consent. Notwithstanding anything herein to the contrary, City consent is hereby given for an assignment of this Agreement to any entity into which the Company merges or is merged and for which the surviving company continues to operate the

Lease Property as an auto dealership in which the Company has an ownership interest or has a continued role in management activities and to any other entity controlled by the owners of the Company. The City's consent to an Assignment of Interest shall not unreasonably be withheld, provided that such consent may be withheld in the event that the City determines in its reasonable discretion that the proposed assignee (i) has appropriate credit under the then current standards for a lease of similar City property to a third party, and (ii) the use proposed is similar in use and character to the current use of the Leased Property and otherwise will not create a nuisance with to the then proposed use by the City of the East Parcel. The City shall respond to the Company's request for consent hereunder within thirty (30) days of delivery of a request for the City's approval. Any attempted Assignment of Interest without the City's consent shall be void, and shall constitute a material default and breach of this Agreement without a requirement for notice to the Company under any provision of this Agreement. "Assignment of Interest" within the meaning of this Section 13.01 (a) shall include any merger, reorganization, or similar transaction to which the Company's consent is required, the sale or transfer of all or substantially all of the Company's assets or the transfer a controlling interest in the Company's stock or ownership interests. The City shall not assign or delegate its obligations hereunder except to a related entity or to Boulder Municipal Property Authority or any similar governmental or quasi-governmental entity controlled by the City.

(b) *No Release*. No assignment or subletting shall release the Company of the Company's obligations hereunder or alter the primary liability of the Company to pay all Base Rent and Additional Rent due under this Agreement and to perform all obligations to be performed by the Company under this Agreement, including without limitation, environmental cleanup obligations and costs. Upon any default under this Agreement, the City may proceed directly against the Company or anyone else responsible for the performance of this Agreement, including any approved subtenant, without first exhausting the City's remedies against any other person or entity responsible therefore to the City, or any security held by the City or the Company. The City's written consent to any assignment or subletting of the Premises by the Company shall not constitute an acknowledgment that no default then exists under this Agreement of the obligations to be performed by the Company, nor shall such consent be deemed a waiver of any then existing default, except as may be otherwise stated in writing by the City at the time.

ARTICLE XIV

DESTRUCTION OF PREMISES BY CASUALTY

Section 14.01. TOTAL OR PARTIAL DESTRUCTION. If the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenantable in whole or in part, the Company shall cause such damage to be repaired, and the Rent shall not be abated. If by reason of such occurrence, the Premises shall be rendered untenantable only in part, the Company shall cause the damage to be repaired, and the Rent meanwhile shall not be abated. If the Premises shall be rendered wholly untenantable by reason of such occurrence, the Company shall cause such damage to be repaired, and until the Premises

have been restored and rendered tenantable, the rental shall abate. The Company's obligation to repair under this Section 14.01. (i) is expressly limited to the extent of any insurance proceeds paid to and received by the Company from the City (since the City shall be an additional payee on all of such policies unless the City otherwise agrees in writing), and (ii) shall at all times be subject to obtaining all necessary approvals from all applicable governmental entities. The Company shall use said proceeds, to the extent thereof, to restore the Premises to the condition it was in on the Effective Date.

Section 14.02. OPTIONS AFTER DESTRUCTION OF BUILDING. In the event that fifty per cent (50%) or more of the rented and rentable ground floor area of the buildings on the Premises shall be damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, the Company shall either (1) cause the buildings to be repaired as soon as reasonably practicable at the Company's expense using available insurance proceeds therefor to the condition existing at the time of the damage, or (2) exercise any right, granted by the City under this Agreement to relocate the Company, (3) give written notice to the City within ninety (90) days after the date of occurrence of such damage of the Company's intention to cancel and terminate this Agreement, in which case this Agreement shall terminate as of the date of the occurrence of such damage.

Section 14.03. WAIVER. The City and the Company waive the provisions of any statute that relates to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Agreement.

Section 14.04. NOTICE OF DAMAGE. The Company shall give immediate written notice to the City of any material damage caused to the Premises by fire or other casualty.

ARTICLE XV

EVENTS OF DEFAULT

Section 15.01. EVENTS OF DEFAULT.

(a) *Definition.* In addition to any other event specified in this Agreement as an event of default, the occurrence of any one or more of the following events during the Lease Term (each, individually, an "***Event of Default***" and collectively, "***Events of Default***") shall constitute a breach of this Agreement by the Company and the City may exercise the rights set forth in this Agreement or as otherwise provided at law or in equity:

(i) The Company shall fail to pay any Base Rent or any Additional Rent (or cure any other default which is curable by the payment of money) within ten (10) days after the date when due, after written notice from the City.

(ii) The Company shall default in the performance of or compliance with any of the other covenants, agreements, terms or conditions of this Agreement or the Option Agreement to be performed by the Company (other than any default curable by the payment of money), and, unless expressly provided elsewhere in this Agreement that no notice and/or opportunity to cure such default

is to be afforded the Company, such default shall continue for a period of thirty (30) days after written notice thereof from the City to the Company, or, in the case of a default which cannot with due diligence be cured within thirty (30) days, the Company fails to commence such cure promptly within such thirty (30) day period and thereafter diligently prosecute such cure to completion within ninety (90) days. Notwithstanding the above, the Company must immediately remedy any default that imminently threatens an injury or harm to any person or property.

(iii) The Company shall become insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time (the "***Code***"); shall have ceased to pay its debts in the ordinary course of business; shall be unable to pay its debts as they become due; shall make a general assignment for the benefit of creditors; shall file, take any action to file, or notify the City that the Company intends to file, a petition, case or proceeding under any section or chapter of the Code, or under any similar law or statute of the United States or any state thereof relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; shall be adjudicated as a bankrupt or insolvent; shall seek to or consent to or acquiesce in the appointment of any receiver, trustee, liquidator or other custodian of the Company or any material part of its properties, whether or not it relates to their interests in this Agreement; or the Company shall notify the City that it anticipates the occurrence of any of the foregoing conditions; or take any other action for the purpose of effecting any of the foregoing clauses.

(iv) The Premises are effectively abandoned by the Company, as evidenced by the Company's failure to occupy and use the Premises for a period of one hundred sixty (60) days.

(v) Any execution or attachment is issued against the Company or any of its property whereupon the Premises shall be taken or occupied or attached, or attempted to be taken or occupied or attached by someone other than the Company, which execution or attachment is not vacated within ninety (90) days thereafter.

(vi) The Company does or permits to be done anything which creates a lien upon the Premises and such lien is not discharged by the Company within sixty (60) days after the filing thereof.

(b) *Notice*. If an Event of Default relating to late payment of regular monthly installments of Base Rent or Additional Rent, or both, due under this Agreement occurs more than two times within any calendar year, then, notwithstanding that each such Event of Default shall have been cured, any further default relating to late payment of any such monthly payments due under this Agreement during such calendar year shall be deemed an Event of Default for which no notice or cure period shall apply.

Section 15.02. THE CITY'S REMEDIES UPON DEFAULT.

(a) *Termination or Possession.* Upon the occurrence of any Event of Default, the City shall have the option to pursue any one or more of the following remedies in addition to, or in lieu of, any and all remedies available to the City under the laws of the State of Colorado:

(i) The City may give the Company written notice of its election to terminate this Agreement, effective on the date specified therein, whereupon the Company's right to possession of the Premises and the Option rights granted under the Option Agreement, shall cease and this Agreement and the Option Agreement shall be terminated, except as to the Company's liability determined in accordance with this Agreement, including, without limitation, the environmental cleanup obligations imposed hereunder.

(ii) The City and its agents may immediately re-enter and take possession of the Premises, or any part thereof, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable for indictment, prosecution or damages therefore) and may repossess the Premises as the City's former estate and expel the Company and those claiming through or under the Company, and remove the effects of both or either, without being deemed guilty in any manner of trespass, and without prejudice to any remedies for arrears of rent or the Company's breach of covenants or conditions.

(iii) Should the City elect to re-enter as provided herein above or should the City take possession pursuant to legal proceedings or pursuant to any notice provided by law, the City may, from time to time, without terminating this Agreement, relet the Premises or any part thereof in the City's or the Company's name, but for the account of the Company, for such term or terms (which may be more or less than the period which would otherwise have constituted the balance of the Lease Term) and on such terms and conditions (which may include concessions of free rent and alteration, repair and improvement of the Premises) as the City, in its sole discretion, may determine, and the City may collect and receive the rents therefore without relieving the Company of any liability under this Agreement or otherwise affecting any such liability, except that all amounts actually collected shall be offset against damages otherwise payable by the Company. The City shall use reasonable efforts to the extent required by law to relet the Premises, but shall in no event be liable for failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting, and no such refusal or failure shall operate to relieve the Company of any liability under this Agreement or otherwise to affect any such liability. No such re-entry or taking possession of the Premises by the City shall be construed as an election on the City's part to terminate this Agreement unless a written notice of such intention is given to the Company. No notice from the City hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by the City to terminate this Agreement

unless such notice specifically so states. The City reserves the right following any such re-entry and/or reletting to exercise its right to terminate this Agreement by giving the Company written notice thereof, in which event this Agreement will terminate as specified in said notice..

(iv) The City may give the Company written notice of its election to terminate any unexercised right of expansion, right of first offer, right of first refusal, right of renewal and/or any other similar right granted to the Company under the terms of this Agreement.

(b) *Damages*.

(i) In the event this Agreement is terminated in accordance with the provisions of Section 15.02. the Company shall remain liable to the City for damages in an amount equal to the Base Rent and any Additional Rent (and including any costs for environmental cleanup) and any other sums due hereunder as of the date of termination of this Agreement plus the Base and any Additional Rent which would have been owing by the Company hereunder for the balance of the Lease Term (collectively, the "***Aggregate Gross Rent***") had this Agreement not been terminated, less the net proceeds, if any, received as a result of any reletting of the Premises by the City subsequent to such termination, after deducting all of the City's expenses including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney fees, expenses of employees, alteration and repair costs and expenses of preparation for such reletting (collectively, the "***Reletting Costs***"). The City shall be entitled to collect Base Rent, any Additional Rent and all other damages from the Company monthly on the days on which Base Rent and any Additional Rent would have been payable hereunder if this Agreement had not been terminated.

(ii) If the City does not elect to terminate this Agreement, but takes possession, the Company shall pay to the City the Base Rent and any Additional Rent which would be payable hereunder if such repossession had not occurred, less the net proceeds received by the City, if any, of any reletting of the Premises by the City after deducting the Reletting Costs to the extent not paid to the City pursuant to the following sentence. The Company shall pay Base Rent and Additional Rent due the City, monthly, on the days on which rent would have been payable hereunder if possession had not been retaken.

(c) *Cumulative Remedies*. The City shall have the right to exercise any and all other remedies under Colorado law. Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, including, but not limited to, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by the City of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies

provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive. All costs incurred by the City in connection with collecting any rent or other amounts and damages owing by the Company pursuant to the provisions of this Agreement, or to enforce any provision of this Agreement, including reasonable attorney fees from the date such matter is turned over to an attorney, whether or not one or more actions are commenced by the City, shall also be paid by the Company to the City.

(d) *Miscellaneous*. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon the initiative of the City to protect the City's interest under this Agreement shall not constitute a termination of the Company's rights to possession unless the City shall have specifically elected to terminate this Agreement. No payments of money by the Company to the City after the expiration or other termination of this Agreement after the giving of any notice by the City to the Company shall reinstate or extend the Lease Term, or make ineffective any notice given to the Company prior to the payment of such money. After the service of notice or the commencement of a suit, or after final judgment granting the City possession of the Premises, the City may receive and collect any sums due under this Agreement, and the payment thereof shall not make ineffective any notice, or in any manner affect any pending suit or any judgment theretofore obtained. If the Company is in default under the terms hereof, the City shall have the right to remove all the Company's property from the Premises and dispose of said property in such a manner as determined best by the City, at the sole cost and expense of the Company and without liability of the City for the actions so taken, subject to the rights of any mortgagee of the City.

Section 15.03. BANKRUPTCY.

(a) In the event that the Company shall become or be adjudicated bankrupt or insolvent, or if the Company shall file or acquiesce in a petition in any court in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, or if the Company shall make an assignment or other conveyance in trust for the benefit of its creditors, or if any execution or attachment shall be issued against the Company or the Company's property whereupon the Premises shall be taken or occupied or attempted to be taken or occupied by someone other than the Company and such execution or attachment shall not be dismissed, vacated, discharged or bonded within sixty (60) days after issuance of same, or if a receiver or Trustee shall be appointed for the Company and such receivership be not discharged within sixty (60) days from the date of such appointment, then upon the happening of any of said events, the term hereby demised shall, at the option of the City, cease and terminate, it being expressly agreed that the covenant hereinafter contained against the assignment of this Agreement shall cover the case of the assignment of this Agreement by operation of law as well as the assignment of this Agreement by a voluntary act of the Company.

(b) If this Agreement shall be so canceled and terminated, neither the Company nor any person claiming through or under the Company by virtue of any statute or order of any court shall be entitled to remain in possession of the Premises but shall forthwith quit and surrender the Premises. In no event, without the written approval of the City, which approval may be granted or withheld at its sole discretion, shall this Agreement be or be considered an asset of the Company's estate in bankruptcy or insolvency, or any receiver or trustee (hereafter referred to as a "***Trustee***") with respect thereto.

(c) To the extent that the City's right to cancel this Agreement in accordance with the provisions of ARTICLE XV of this Agreement is invalid or unenforceable under the Bankruptcy Reform Act of 1978 (the "***Act***"), as the same may be amended from time to time, or any other statute or rule of law, then the following provisions shall apply, to the extent valid and enforceable:

(d) If there has been a default by the Company under any provision of this Agreement (other than this Section 15.03.), the Trustee may not assume this Agreement, unless, at the time of assumption of this Agreement, the Trustee:

(i) cures, or provides adequate assurance (to the City's reasonable satisfaction) that the Trustee will promptly cure such default; and

(ii) provides adequate assurance (to the City's reasonable satisfaction) of future performance under this Agreement, which shall include, without limitation, adequate assurance:

(iii) of the source of rent and other consideration due under this Agreement;

(iv) that assumption or assignment of this Agreement will not breach substantially any provision, such as a radius, location, use or exclusivity provision, in any other lease, financing agreement or master agreement relating to the building; and

(v) that assumption or assignment of this Agreement will not disrupt substantially any tenant mix or balance in the building.

(e) If there has been a default by the Company, the Trustee may not require the City to provide services or supplies incidental to this Agreement before assumption of this Agreement unless the City is compensated under the terms of this Agreement for any unpaid services, supplies, Rent, Additional Rent, and any other amounts due under this Agreement but unpaid by the Company before assumption of this Agreement.

(f) If this Agreement is terminated under the provisions of this Section 15.03 or by reason of rejection by the Trustee, the City shall be entitled to the recovery of damages, and such other remedies, as are provided for in this ARTICLE XV. The foregoing sentence shall not, however, limit or prejudice the right of the City to

petition for and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or arrangement proceeding an amount equal to the maximum allowed by the Act or any other statute or rule of law governing such proceedings and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the damages referred to in the preceding sentence.

Section 15.04. A CITY DEFAULT. If the Company believes that the City is in default of any of the City's obligations hereunder, the Company shall give the City written notice of default. If the City does not cure such default within thirty (30) days after notice, or, if the default cannot reasonably be cured within a thirty (30) day period (which, if the City has begun curative measures within such 30 days, the City shall have a reasonable time to complete such measures), if the City has not begun to take curative action or is not diligently pursuing completion of such curative action, then the Company may, as its sole remedy for such default, bring an action for specific performance, damages, or both. The Company's default notice shall be sent to mortgagees as specified later in this Agreement. Under no circumstances shall the Company be entitled offset Base Rent or Additional Rent, or use self-help in the event of a default or alleged default by the City under this Agreement.

Section 15.05. LEGAL EXPENSES. The City shall be entitled to include all of its costs and expenses incurred by the City in the enforcement of this Agreement as Additional Rent due upon demand from the Company. In the event that either party hereto shall bring legal action against the other party to enforce the provisions of this Agreement, then the prevailing party shall be entitled to reimbursement from the other party for all costs and expenses thus incurred, including reasonable attorneys' fees.

ARTICLE XVI

HOLDING OVER, SUCCESSORS

Section 16.01. HOLDING OVER. Any holding over after the expiration of the Lease Term hereof shall be construed to be a tenancy from month to month and the minimum monthly rent payable during such holdover period shall be an amount equal to the then applicable Base Rent and Additional Rent payable during the last twelve month period of the Lease Term (pro-rated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable. Acceptance of such hold-over rent shall not prevent the City from proceeding to evict the Company in accordance with Colorado law and all of such hold-over rent shall be due to the date that the Company is vacated or removed from the Premises.

Section 16.02. SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties, and if there shall be more than one party hereto as the Company, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of the Company unless the assignment to such assignee has been approved by the City in writing as provided in Section 13.01. hereof.

ARTICLE XVII

QUIET ENJOYMENT; ALTERNATE RELOCATION SITE

Section 17.01. NO HINDRANCE. The City warrants that it has full right and power to execute and perform this Agreement and to grant the estate demised herein and that the Company, on payment of the Base Rent and Additional Rent and performing the covenants herein contained, shall peaceably and quietly have, hold and enjoy the demised Premises for the uses and purposes herein set forth during the full Lease Term.

Section 17.02. RIGHT OF CITY TO IDENTIFY SUBSTITUTE LEASE PROPERTY AND TERMINATE OPTION AND LEASEHOLD INTEREST IN LEASE PROPERTY. The City has the right to identify an alternative relocation site (an "*Alternative Relocation Site*") for the Pollard Automobile Dealership other than the Yards Parcel subject to the Option. In the event such a site is approved by the Company, Company will remove and relocate the Pollard Automobile Dealership to the Alternative Relocation Site and complete the required cleanup of the Lease Property in accordance with this Agreement and terminate this Agreement after all obligations of the Company are satisfied and the Pollard Automobile Dealership has been relocated.

ARTICLE XVIII

MISCELLANEOUS

Section 18.01. WAIVER. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. The acceptance of rent shall not be deemed a waiver of any preceding breach, and no waiver shall be deemed to have been given except if same be in writing. The failure of the City to collect any amount due pursuant to this Agreement, whether Base Rent or Additional Rent, shall not act as a waiver of the collection of such amount, provided, however, that no action shall be brought to collect any such amount more than one (1) year after the expiration of this Agreement.

Section 18.02. ACCORD AND SATISFACTION. No payment by the Company or receipt by the City of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement or statement on any check or any letter which may accompany any check or payment be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City's right to recover the balance of such rent or pursue any other remedy in this Agreement provided.

Section 18.03. ENTIRE AGREEMENT. This Lease, the Option, the Contract and the Exhibits attached hereto and thereto and forming a part hereof and thereof, set forth all the covenants, promises, agreements, conditions and understandings between the City, the LLC and the Company concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein or therein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or

addition to this Agreement shall be binding upon the City or the Company unless reduced to writing and signed by them.

Section 18.04. NO PARTNERSHIP. The City does not, in any way or for any purpose, become a partner of the Company in the conduct of the Company's business or otherwise, or a joint venturer or a member of a joint enterprise with the Company.

Section 18.05. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay ("***Force Majeure Delay***"). The provisions of this section shall not operate to excuse the Company from prompt payment of Base Rent, Additional Rent or any other payments required of the Company by the terms of this Agreement.

Section 18.06. NOTICES, PLACE RENT PAYABLE. Any and all notices required or which either party herein may desire to give to the other (each, a "***Notice***") shall be made in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier, such as Federal Express or Airborne Express, or by personal service, or by electronic facsimile with proof of receipt, and shall be deemed to be given on the third business day after the date of posting in a United States Post Office or branch post office or one day after delivery to the overnight courier, or upon effecting personal service or delivery by facsimile, and shall be delivered to the City and the Company as follows:

to the Company:	Pollard Friendly Motor Co. 2360 30th Street Boulder, Colorado 80301
with a copy to:	Joseph C. French, Esq. French & Stone, P.C. 720 Pearl Street Boulder, Colorado 80302
to the City:	Attention Boulder City Attorney City of Boulder P.O. Box 791 Boulder, CO 80306
with a copy to:	City Manager City of Boulder P.O. Box 791

Boulder, CO 80306

Either party may, by notice as aforesaid actually received, designate a different address or addresses for communications intended for it. Anything contained herein to the contrary notwithstanding, any bills or invoices for Base Rent, any Additional Rent or any other amounts due to the City may be given by hand or by mail (which need not be registered or certified) and, if so given, shall be deemed given on the date of delivery or refusal, if by hand, or on the third (3rd) business day following the date of posting, if mailed.

Section 18.07. CAPTIONS AND SECTION NUMBERS. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Agreement, nor in any way affect this Agreement.

Section 18.08. GOVERNING LAW, PARTIAL INVALIDITY. This Agreement shall be construed and governed by the laws of Colorado. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under the laws of the said State, or otherwise, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 18.09. REPRESENTATION OF PARTIES. The parties hereto represent and warrant to each other that neither has been represented by any broker, except for Don Walker with respect to the Company, in connection with the negotiation and/or execution of this Agreement and that there are no claims for brokerage commissions or finder's fees in connection therewith except the agreement between Company and Don Walker. Each of the parties hereto agrees to indemnify and hold harmless the other party against and from all liabilities arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

Section 18.10. NO OPTION FOR LEASE PROPERTY. The Company shall have no option to acquire, further lease or extend the Lease Term for the Premises except as is expressly set forth in this Agreement. This Agreement becomes effective to convey to the Company a leasehold interest in the Premises only upon execution and delivery hereof by the City and the Company. The Option granted in the Option Agreement shall not apply to the Lease Property.

Section 18.11. RECORDING. The Company shall not record this Agreement or a memorandum hereof without the prior written consent of the City. Upon the City's or the Company's request, the parties agree to execute and acknowledge a short form lease in recordable form, indicating the names and addresses of the City and the Company, a description of the Premises, the Lease Term, the Effective Dates and Expiration Date, and the Option, but omitting Base Rent and other terms of this Agreement. The City and the Company agree to execute and record a memorandum of this Agreement in recordable form to be held by the City until the Expiration Date or earlier termination of the Lease Term.

Section 18.12. NO CITY LIABILITY; SUBJECT TO APPROPRIATION IT IS SPECIFICALY UNDERSTOOD AND AGREED THAT THIS AGREEMENT IS NOT EFFECTIVE UNTIL IT IS APPROVED BY THE CITY COUNCIL AND DULY EXECUTED. In no event shall the City be liable to the Company for any amounts or obligations to undertake any actions unless the obligation to make such payments therefore has been approved by the Boulder City Council. All financial obligations of the City hereunder are subject to appropriation, provided that failure by the City to make such appropriation is not a default hereunder but that, if such non-appropriation results in subsequent failure by the City to pay any amounts due hereunder the Company shall have all rights it would have in the event of a default under this Agreement. Notwithstanding anything to the contrary provided in this Agreement, neither nor any council member, manager, City attorney or their successors, assigns or agents shall have any personal liability with respect to any provisions of this Agreement. .

Section 18.13. ABANDONED PROPERTY. Any property owned by the Company and left in the Premises after this Agreement terminates, or after the Company vacates the Premises, shall be deemed abandoned property and the City shall have the right, but not the obligation, to dispose of such property, without liability to the Company for the disposal of such property and the Company shall be responsible for payment to the City of all costs incurred in connection therewith.

Section 18.14. AUTHORITY OF TENANT. Each individual executing this Agreement on behalf of the Company represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Company, and that this Agreement is binding upon the Company in accordance with its terms.

Section 18.15. AUTHORITIES FOR ACTION. The City may act through its managers and through the City Attorney for the City of Boulder or through any other person who may from time to time be designated by the City in writing. The Company shall designate in writing one or more persons to act on its behalf and may from time to time change such designation by written notice to the City. In the absence of any such designation, the person or persons executing this Agreement on behalf of the Company shall be deemed to be authorized to act on behalf of the Company in any matter provided for herein.

Section 18.16. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstances shall be declared by a judicial body to be illegal, invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and all other terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 18.17. INTERPRETATION.

(a) Whenever in this Agreement any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of a covenant.

(b) All pronouns and any variances thereof shall be deemed to refer to the neuter, masculine, feminine, singular or plural, when the context requires.

(c) No remedy or election given pursuant to any provision in this Agreement shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies at law or in equity as otherwise specifically provided herein.

(d) If, and to the extent that, any of the provisions of any amendment, modification or rider to this Agreement conflict or are otherwise inconsistent with any of the preceding provisions of this Agreement, whether or not such inconsistency is expressly noted in such amendment, modification or rider, the provisions of such amendment, modification or rider shall prevail.

(e) The parties mutually agree that the headings and captions contained in this Agreement are inserted for convenience of reference only.

(f) This Agreement shall be construed in accordance with the laws of Colorado.

(g) The City and the Company each acknowledge and warrant that it has been represented by independent counsel and has executed this Agreement after being fully advised by said counsel as to its effect and significance. This Agreement is the result of negotiations between the parties and their respective attorneys and no provision shall be construed against a party solely on the basis of authorship.

Section 18.18. NO LIGHT, VIEW OR AIR EASEMENT. This Agreement does not grant any rights to light, view, or air to, from or over the Premises to the extent such items are affected by activities occurring off the Premises. Any diminution or shutting off of light, view, or air by any structure which is now or hereafter erected off the Lease Property shall not affect this Agreement or impose any liability on the City.

Section 18.19. FURTHER ASSURANCES. The parties agree to execute and deliver such other and additional documents and assurances as may be deemed reasonably necessary to implement the terms of this Agreement.

Section 18.20. TIME OF THE ESSENCE; BUSINESS DAYS. Time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement, and the failure to timely perform any of the terms, conditions, obligations or provisions hereunder by either party shall constitute a breach of and a default under this Agreement by the party so failing to perform. In calculating any period of time provided for in this Agreement, the number of days allowed shall refer to calendar and not Business Days unless otherwise specified. If any day scheduled for performance of any obligation hereunder shall occur on a day that is not a week day or a day on which the Boulder City offices are open for business (a "***Business Day***"), the time period allowed and day for performance shall be continued to the next Business Day; provided that this shall not apply to the payment of Base Rent or Additional Rent which shall be due on or before the date specified and if the date for

payment is not a Business Day, such payment shall be made on the Business Day prior to the payment due date.

[SIGNATURE PAGE FOLLOWS]

DATED this _____ day of [October], 2004.

CITY OF BOULDER

By _____
Frank W. Bruno, City Manager

Date: [October] _____, 2004

Attest:

By _____
_____, City Clerk on behalf
of the Director of Finance and Record

Approved as to form:

By _____
_____, City Attorney

POLLARD FRIENDLY MOTOR CO., a
Colorado corporation
By _____
Name _____
Title _____

Date: [October]_____, 2004

APPENDIX I

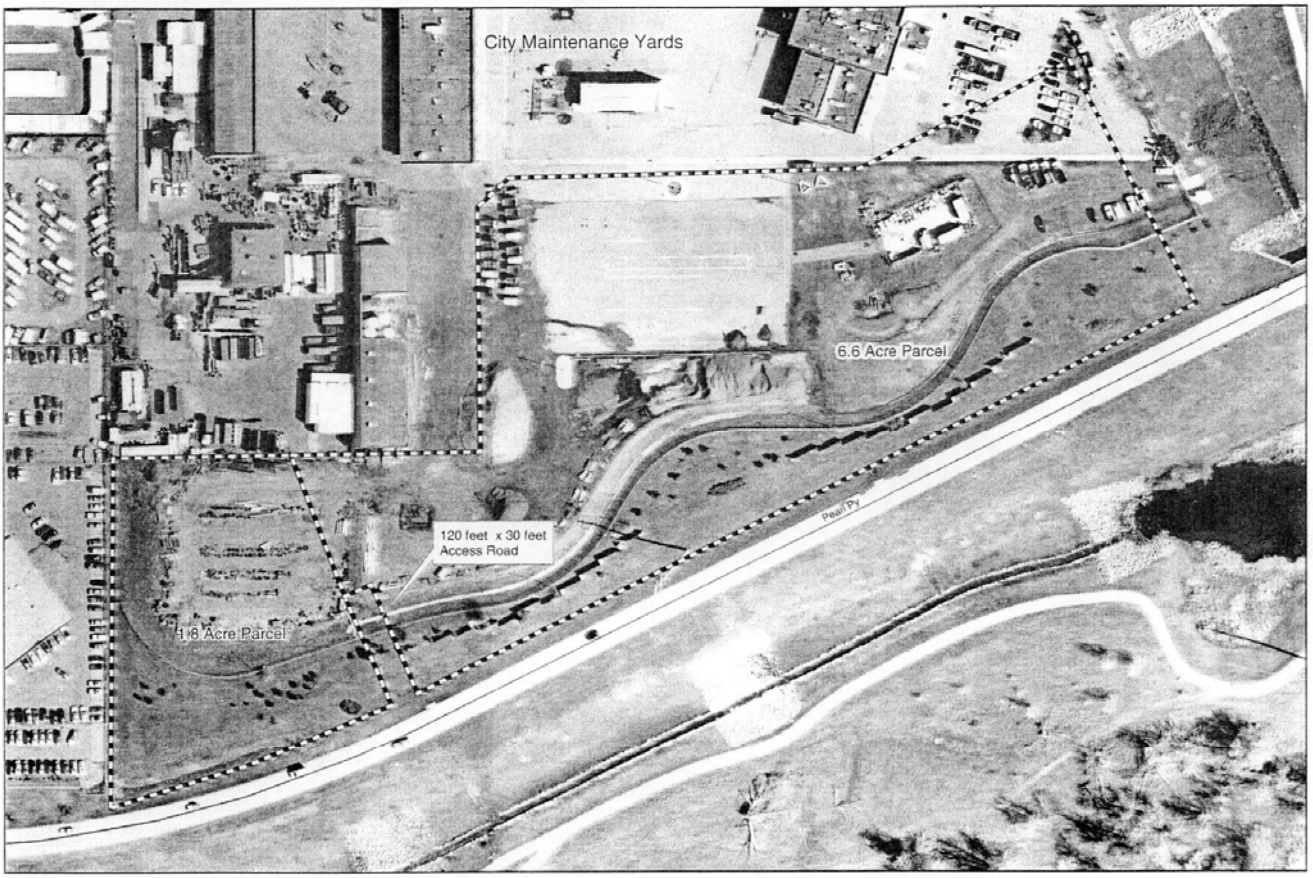
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Yards Parcel Completion Notice	Section 2.03(a)

Exhibit A

6.6 Acre Parcel



June 1, 2004

1 inch equals 100 feet

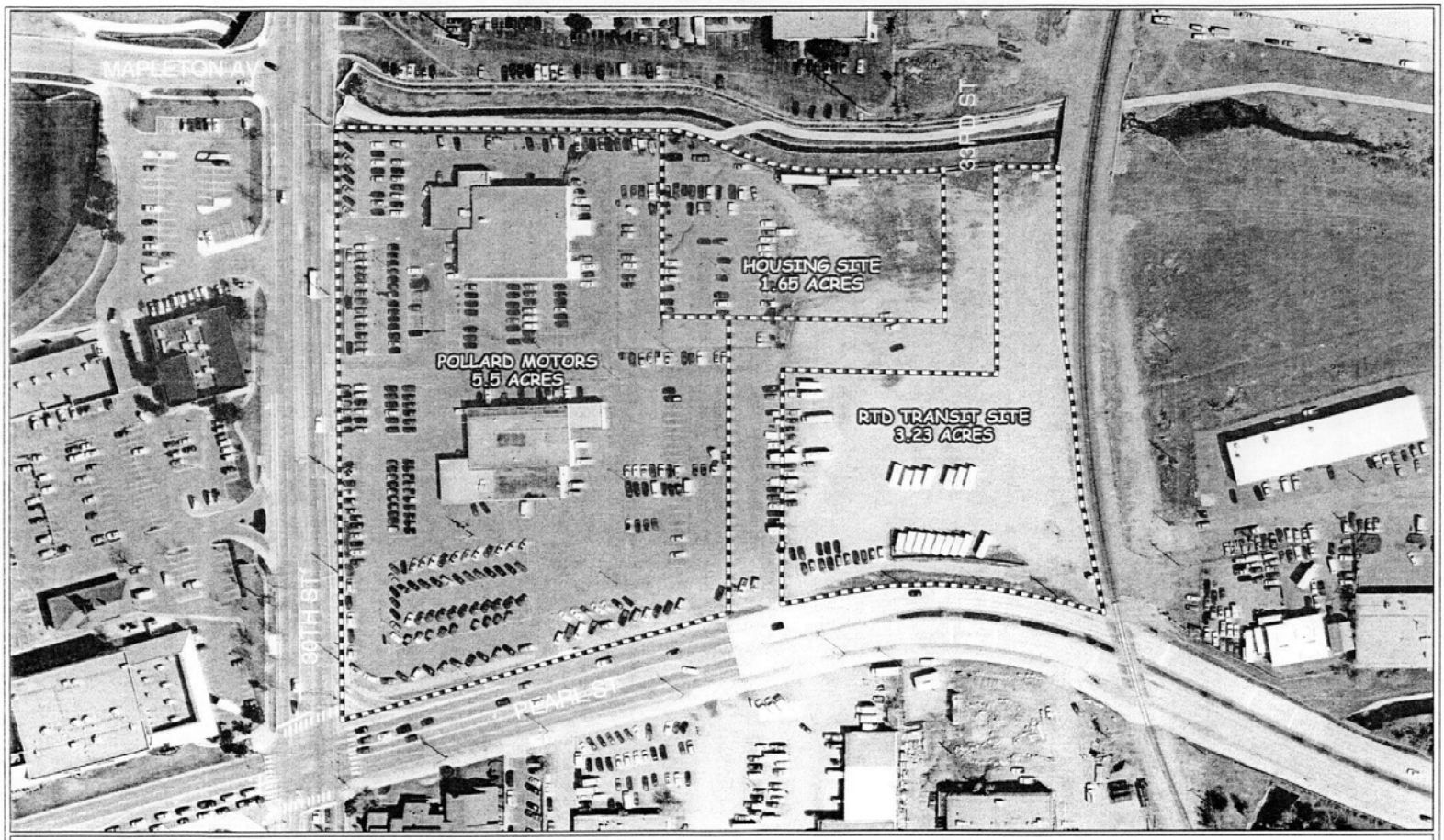


Exhibit B Lease Property

ALTA COMMITMENT

Schedule B-2

(Exceptions) **Our Order No. W347685-2**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
7. Any unpaid taxes or assessments against said land.
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10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF COMM 30.
11. RIGHT OF WAY AND INCIDENTAL PURPOSES GRANTED TO MELVIN C. GOSS FOR ELECTRIC TRANSMISSION LINES AND TOWERS RECORDED NOVEMBER 06, 1924 IN BOOK 511 AT PAGE 322.

    NOTE: DELIMITATION OF SAID RIGHT OF WAY RECORDED NOVEMBER 04, 1974 UNDER RECEPTION NO. 120453.

    CORRECTION OF SAID DELIMITATION RECORDED JULY 24, 1986 UNDER RECEPTION NO. 777090.
12. UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED DECEMBER 09, 1970, UNDER RECEPTION NO. 964896.
13. UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN

ALTA COMMITMENT

Schedule B-2

(Exceptions) Our Order No. W347685-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

INSTRUMENT RECORDED AUGUST 31, 1971, UNDER RECEPTION NO. 988331.

14. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT GRANT RECORDED SEPTEMBER 10, 1976 AT RECEPTION NO. 191654.

15. GRANTS OF EASEMENT AND RIGHT FOR PUBLIC STREET RECORDED OCTOBER 18, 1978 UNDER RECEPTION NO. 304982 AND DECEMBER 04, 1981 UNDER RECEPTION NO. 475073.

16. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT WITH THE CITY OF BOULDER RECORDED SEPTEMBER 23, 1980 AT RECEPTION NO. 413993.

17. MINERAL AND MINERAL RIGHTS RESERVATION AS EVIDENCED BY MINERAL DEED RECORDED DECEMBER 18, 1984 UNDER RECEPTION NO. 662710.

18. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT TO THE CITY OF BOULDER RECORDED MARCH 21, 1994 AT RECEPTION NO. 1407319.

19. RESERVATIONS BY THE CITY OF BOULDER CONTAINED IN DEED RECORDED MARCH 21, 1994 UNDER RECEPTION NO. 1407321.

20.

21. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT WITH THE CITY OF BOULDER RECORDED MARCH 30, 2000 AT RECEPTION NO. 2032880.

22. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT WITH THE CITY OF BOULDER RECORDED JUNE 23, 2000 AT RECEPTION NO. 2055570.

23. EASEMENT FOR CHANNEL IMPROVEMENTS AND INCIDENTAL PURPOSES AS SET FORTH IN RULE AND ORDER RECORDED JANUARY 03, 1994 UNDER RECEPTION NO. 1378997.

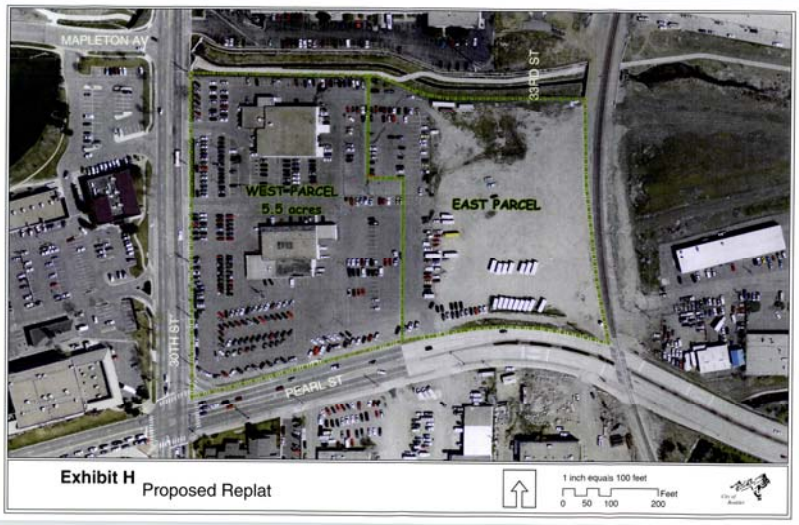


Exhibit H Proposed Replat

AMENDMENT TO CONTRACT TO BUY AND SELL REAL ESTATE

This Amendment to Contract to Buy and Sell Real Estate (this "Amendment") is made as of the __ day of October, 2004 by and between the **CITY OF BOULDER, COLORADO** (the "City"), **THE BOULDER MUNICIPAL PROPERTY AUTHORITY** ("BMPA") and the **THIRTIETH AND PEARL, LLC**, a Colorado limited liability company (the "Seller"). Capitalized terms used in this Amendment and not defined herein shall have the meaning given such terms in that certain Contract to Buy and Sell Real Estate between the City and the Seller dated as of September 15, 2004 between the City and the Seller (the "Agreement").

Recitals

A. The Agreement provides that the City will acquire from the Seller that certain property described in the Agreement as the Pollard Property currently owned by the Seller, a portion of which (described and defined as the West Parcel in the Agreement) is currently being operated as the Pollard Friendly Motor Company and that the City will use its reasonable best efforts to complete a subdivision of the Pollard Property prior to or immediately following the Closing Date.

B. The City has approved an emergency subdivision of Pollard Property into (i) a parcel comprising the West Parcel, (ii) a parcel comprised of a portion of the Pollard Property to be transferred to the Regional Transportation District ("RTD") to be dedicated by RTD to bus and/or rail transportation, which property is approximately the easterly 3.3 acres of the Pollard Property abutting the Burlington Northern Santa Fe Railroad tracks (the "RTD Parcel"); and (iii) the remainder of the Pollard Property less the West Parcel and the RTD Parcel (the "Remainder").

C. The Agreement further requires that the Seller shall carry back a portion of the purchase price (described and defined as the Seller Financed Amount in the Agreement) secured by a lien against the Pollard Property until the Pollard Property is subdivided and thereafter secured by a lien encumbering only that portion of the Pollard Property comprising the West Parcel.

D. Section 2.05 of the Agreement provides that the City may use a financing structure involving BMPA to own the property and to execute the Seller carry-back note and deed of trust as contemplated in the Agreement and the parties desire that the Agreement be amended and assigned to provide that BMPA shall assume certain of the City's obligations thereunder with respect to the ownership and financing of the West Parcel of the Pollard Property as provided herein.

E. The Agreement further contemplates that RTD will pay certain funds under an intergovernmental agreement with the City towards the purchase by the City of the Pollard Property and that such payment by RTD is a condition precedent to the City's obligation to close on the acquisition of the Property under the terms of the Agreement and, in connection therewith, the City has agreed with RTD to cause the RTD Parcel to be transferred to RTD concurrently with the Closing.

NOW, THEREFORE, in consideration of the Recitals and for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. *Emergency Subdivision.* The Seller consents to and approves the subdivision of the Pollard Property by the City by emergency ordinance and agrees and directs that the City shall take all other reasonable actions to complete such subdivision into the West Parcel, the RTD Parcel and the Remainder of the Pollard Property.

2. *Amendment of Section 2.05(a).* The parties acknowledge that Section 2.05(a) and all other applicable provision of the Agreement are hereby amended to provide that the Seller Financed Amount shall be secured by a lien on only the West Parcel of the Pollard Property and not by the RTD Parcel or the Remainder.

3. *Agreement Obligations Assigned to and Assumed by BMPA*. In connection with the obligations of BMPA to complete the financing of the Seller Financed Amount as contemplated in the Agreement, the City hereby assigns to BMPA and BMPA hereby assumes the obligations under the Agreement to acquire the West Parcel of the Pollard Property, to execute such financing documents as may be necessary to evidence the Seller Financed Amount, to secure the lien thereof for the benefit of the Seller and to enter into the Lease with the Company with respect to the West Parcel. In no event shall such assignment and assumption of such obligations by the City to BMPA release the City of its obligations under the Agreement and it is the express intent that the City maintain its obligations under the Agreement, including without limitation, the obligation to cause BMPA to complete the financing of the Seller Financed Amount as set forth above and in the Agreement.

4. *Miscellaneous*. Except as expressly amended hereby, the Agreement shall remain in full force and effect in accordance with its terms. This Amendment may be executed in one or more counterparts and by facsimile signatures. The effectiveness of this Agreement is subject in all respects to the approvals by City Council and the BMPA board of the transactions contemplated by this Amendment and, with respect to the BMPA board, the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City, BMPA and the Seller have caused this Amendment to be executed by their duly authorized respective representatives as of the date first set forth above.

THE BOULDER MUNICIPAL PROPERTY AUTHORITY

By: _____
Mark Ruzzin, President

Attest:

By: _____
Cappie I. Fine, Secretary

CITY OF BOULDER

By: _____
Frank W. Bruno
City Manager

ATTEST:

_____
City Clerk on behalf of the
Director of Finance and Record

Approved as to form:

_____
City Attorney

SELLER
30TH AND PEARL LLC, a Colorado limited liability company

By _____
Name Joseph C French
Title Co-manager

By _____
Name James M. Pollard JR
Title Co Manager

By _____
Name PAUL CARLETON
Title CO MANAGER

City's original (6)

LEASE AGREEMENT

between

CITY OF BOULDER,

a Colorado municipal corporation

and

POLLARD FRIENDLY MOTOR CO., a Colorado corporation

dated as of October 14, 2004

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("***Agreement***") is entered into as of October 14th, 2004 (the "***Effective Date***") between the CITY OF BOULDER, a Colorado municipal corporation (the "***City***") and POLLARD FRIENDLY MOTOR CO., a Colorado corporation whose address is 2360 30th Street, Boulder, Colorado 80301 (the "***Company***").

RECITALS

A. The Company is the owner and operator of an automobile dealership (the "***Pollard Automobile Dealership***") and which is commonly known as the Pollard Friendly Motor Co.

B. The City owns certain property located on Pearl Parkway, Boulder, Colorado containing approximately 6.6 acres more specifically described on Exhibit A hereto, which property was previously used by the City as a maintenance facility (the "***Yards Parcel***").

C. The City owns certain additional property located at 30th and Pearl Streets, Boulder, Colorado containing approximately 5.5 acres more specifically described on Exhibit B hereto, which property the City acquired from the an affiliate of the Company, 30TH PEARL LLC, a Colorado limited liability company (the "***LLC***"), and which the City has agreed concurrently with such acquisition from the LLC, to lease the property to the Company for the continued use and operation thereon of the Pollard Automobile Dealership, as such property is more specifically described in Exhibit B attached hereto (the "***Lease Property***").

D. The City and the LLC entered into that certain Contract to Buy and Sell Real Estate dated as of September 23rd, 2004 (the "***Contract***") pursuant to which this Agreement is being executed and delivered.

E. The City has also agreed to grant to the Company an option (the "***Option***") to acquire the Yards Parcel for relocation of the Pollard Automobile Dealership or to identify an alternative parcel satisfactory to the LLC and the Company for the relocation of the Pollard Automobile Dealership on the limited and express terms and conditions contained in that certain Option Agreement in the form of Exhibit C attached hereto (the "***Option Agreement***").

NOW, THEREFORE, for valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

The defined terms used herein shall have the meaning given such terms in the context in which such terms are parenthetically defined. An index of such defined terms is attached hereto as Appendix I to this Agreement. In addition, the following terms shall have the following meaning given such terms:

"***Base Rent***" means an amount of base rent equal to Twenty Thousand Dollars ($20,000) per month or Two Hundred Forty Thousand Dollars ($240,000) per year or Two Million Four Hundred Thousand Dollars ($2,400,000) for the full Lease Term.

"***Expiration Date***" means the date that this Lease expires which shall, unless this Lease is otherwise terminated as a result of an Event of Default hereunder, expire on the date that is the earlier of (i) a date that the Company terminates this Lease as a result of its election or agreement to relocate to an Alternate Relocation Site pursuant to Section 2.04; (ii) ten years after the Effective Date, which Expiration Date shall be October 30, 2014 (the "***Original Expiration Date***"); or (iii) a date to which the Original Expiration Date may be extended as provided in Section 2.03 (the "***Extended Expiration Date***").

"***Payment Address***" means the place for payment of Rent and other sums due to be paid by the Company hereunder at the following address: City Manager, City of Boulder, P.O. Box 791, Boulder, Colorado 80306.

ARTICLE II

LEASE AND TERM OF LEASE

Section 2.01. LEASE OF LEASE PROPERTY. In consideration of the rents, covenants and agreements of this Agreement to be observed and performed by the Company, the City does hereby demise and lease to the Company and the Company hereby agrees to lease from the City the Lease Property, together with all improvements, rights of way, easements and any other rights, if any, appurtenant thereto (collectively, the "***Premises***"). The parties acknowledge that the Company or its affiliate, the LLC, shall have had continuous possession of the Premises from the time period prior to the date upon which the City became the owner of the Lease Property and that the Company has certain fixtures, equipment and furniture located on the Premises that are owned by the Company (collectively, the "***Company's FF&E***"). The parties acknowledge and agree that the City does not own the Company's FF&E and, therefore, the lease interest granted under this Agreement does not include a lease of any of the Company's FF&E. The Company shall be solely responsible for the Company's FF&E.

Section 2.02. COMMENCEMENT AND EXPIRATION DATE OF TERM. The term of this Agreement (the "***Lease Term***") shall commence on the Effective Date and shall expire on the Expiration Date.

Section 2.03. RIGHT TO EXTEND; EXERCISE OF OPTION AND CONDITIONS. The Company shall have a right to extend the Original Expiration Date as follows:

(a) If the Option is exercised prior to the Original Expiration Date and the City has performed its obligations with respect to the Yards Parcel under the terms of the Option Agreement such that the Yards Parcel has been prepared for transfer and sale in accordance with the terms of the Option Agreement, then the Company shall have an option to extend the Original Expiration Date. The City shall deliver written notice to the Company that the Yards Parcel has been completed in accordance with

the Option Agreement (the "***Yards Parcel Completion Notice***"), whereupon, if such Yards Parcel Completion Notice is delivered on or before the Original Expiration Date, then the Company shall have the right to extend the Original Expiration Date for a period of time not to exceed two (2) years beyond the Original Expiration Date on the same terms and conditions (including the Base Rent amount) as provided in this Agreement. Such two (2) year extension hereunder shall be to allow the Company time to develop and construct the Company's new facility on the Yards Parcel following acquisition of the Yards Parcel by the Company pursuant to the provisions of the Option Agreement. The Company shall deliver a notice to the City exercising its right of extension as provided herein on or before the Original Expiration Date.

(b) In the event that the City has not delivered the Yards Completion Notice on or before the Original Expiration Date, then this Agreement shall be extended for an additional period not to exceed ten (10) years as determined by the Company from and after the Original Expiration Date on the same terms and conditions herein, which extension is intended solely for the purpose of allowing the City to complete its obligations regarding the Yards Parcel in accordance with the Option Agreement. The City shall complete its obligation regarding the Yards Parcel in accordance with the Option Agreement diligently and not later than the Extended Expiration Date. In the event that, during such extension period the City completes the Yards Parcel and delivers to the Company the Yards Parcel Completion Notice, then the Company shall have a period of ninety (90) days to deliver a notice to the City exercising such Option, whereupon the City and the Company shall modify the then applicable Extended Expiration Date to a date which is two (2) years following the Yards Parcel closing date pursuant to the Option Agreement to allow the Company time to develop and construct the Company's new facility on the Yards Parcel following acquisition of the Yards Parcel by the Company pursuant to the provisions of the Option Agreement. Such extension shall be on the same terms and conditions as set forth in this Agreement.

Section 2.04. RIGHT OF THE COMPANY TO TERMINATE AGREEMENT EARLY. The Company shall have the right to terminate this Agreement without penalty by prior written notice given by the Company to the City one year in advance of the Company's proposed early termination date (such notice the "***Relocation Termination Notice***"). In the event that the Company desires to relocate to a property (the "***Alternate Property***") other than the Yards Parcel that is the subject of the Option, the Company shall have the right to continue to occupy the Lease Property under the terms of this Agreement for a period of up to two years (in the sole determination of the Company) following the date of the Relocation Termination Notice (the "***Early Termination Date***"). In no event, however, shall such Early Termination Date extend more than two (2) years beyond the Expiration Date. Notwithstanding the above, in no event shall this Agreement be terminated and possession of the Lease Property delivered to the City prior to the time that the Company or the LLC has completed its contamination remediation and cleanup obligations with respect to the Lease Property in accordance with Section 6.02 of this Agreement.

ARTICLE III

USE

Section 3.01. USE. Unless otherwise approved in writing by the City, the Premises shall be used and occupied by the Company for use as the Pollard Automobile Dealership new and used automobile, truck and other motor vehicle sales, rental, leasing, storage, service and repair, and for purposes reasonably related to the Pollard Friendly Motors business.

ARTICLE IV

RENT

Section 4.01. BASE RENT. The Company shall commence payment of Base Rent and Additional Rent (collectively, the "***Rent***") on the Effective Date. The payment of Base Rent shall commence on the Effective Date and shall continue on the first day of each calendar month thereafter during the Lease Term. The Company agrees to pay to the City in advance and without any prior notice or demand therefor and without any deduction or set-off whatsoever, the monthly installment of Base Rent and together with all Additional Rent due and owing from time to time under Section 4.02. If the Effective Date shall commence upon a day other than the first day of a calendar month, then the Company shall pay, upon the Effective Date, a pro rata portion of the applicable Base Rent, prorated on a per diem basis from the Effective Date through the end of the month in which it occurs. The first full month's Base Rent shall be paid by the Company to the City upon the execution of this Agreement by the parties.

Section 4.02. ADDITIONAL RENT. All sums other than Base Rent payable by the Company under this Agreement shall be payable, and referred to in this Agreement, as "***Additional Rent***" and shall be payable on the next date that Base Rent is due pursuant to Section 4.01 unless other payment dates are specifically set forth herein. The City shall have the same rights and remedies with respect to the failure by the Company to pay Additional Rent as the City has with respect to the failure by the Company to pay Base Rent. Nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the City.

Section 4.03. TRIPLE NET LEASE. This Agreement and the lease provisions hereof shall be "triple net" to the City and, accordingly, the Company is responsible for payment of all taxes, or use fees in lieu of taxes of whatever kind or nature, and all expenses and costs related to the operation, upkeep and maintenance of the Premises, including all use taxes, utility charges and all insurance premium costs and deductible amounts necessary to maintain the insurance coverage required under this Agreement as the same become due and payable

Section 4.04. LATE PAYMENT FEES AND INTEREST CHARGE. In the event that any installment or payment of Base Rent is not received by the fifth (5^{th}) day of the applicable month of the Lease Term, or Additional Rent or any other sum required hereunder to be paid by the Company to the City is not received by the City on or before the fifth (5th) calendar day after written notice that the same is due and payable, then for each and every such late payment, in addition to the payment then in arrears, the Company shall immediately pay to

the City, as Additional Rent, a late payment fee equal to ten percent (10%) of the unpaid principal sum due plus simple interest accruing on the unpaid principal sum at the rate of ten percent per annum (10%) beginning on the date such money becomes due and payable until such money is paid in full. The provisions in this Agreement providing for the payment of a late payment fee shall not be construed to extend the date for payment of any sums required to be paid by the Company hereunder or to relieve the Company of its obligation to pay all such sums at the time or times herein stipulated. Notwithstanding the imposition of such late payment fees pursuant to this Section 4.04, the Company shall be in default under this Agreement if any or all payments required to be made by the Company are not made at the time herein stipulated, and neither the demand for, nor collection by, the City of such delinquent principal sums and late payment fees shall be construed as a cure of such default on the part of the Company.

ARTICLE V

SERVICES PROVIDED BY AND OBLIGATIONS OF THE CITY

Section 5.01. SERVICES. The City shall have no obligation to furnish water, gas, electricity, heat and air conditioning or other utilities required for the permitted use of the Premises as provided in Section 3.01 and the Company shall have the sole obligation to provide such utilities for its use as allowed herein. Notwithstanding the above, the City agrees not to take any action to terminate or interfere with the provision of such services to the Premises. The Company shall take no action to modify or expand the location of the existing easements for utilities without the express written consent of the City, which consent shall not be unreasonably withheld or delayed.

Section 5.02. INTERRUPTION OF SERVICE. The City shall not be liable for damages or consequential damages or in any other way in the event of loss, damage, failure, interruption, defect or change in the quantity or character or supply of electricity or any other utility service furnished to the Premises, unless caused by the gross negligence or willful misconduct of the City, its agents, contractors or employees, and the Company agrees that such supply may be interrupted for inspection, repairs, or in case of emergency; nor shall the foregoing be construed as a constructive eviction of the Company, or excuse the Company from failing to perform any of its obligations hereunder. The City shall attempt to provide the Company with reasonable advance notice of any interruption in service, and shall use reasonable efforts to schedule any potentially disruptive, non-emergency repairs, or examination outside normal business hours. The City shall only be required to maintain such services as are reasonably possible under the circumstances in the event all or any part of such systems, facilities and equipment are destroyed, damaged or impaired until completion of the necessary repair or replacement.

Section 5.03. SECURITY MEASURES. The City shall have no liability to the Company, its employees, agents, invitees or licensees for actual, exemplary or consequential damages or in any other way for losses due to any criminal act or for damages done by unauthorized persons on or about the Premises and the City shall not be required to insure against any such losses. The City shall have no obligation to provide any security to the Premises and the Company assumes all responsibility for the protection of the Company, its agents, its employees and invitees and its and their property from acts of third parties. Sections

5.01, 5.02, 5.03, 11.02, 11.03 and Article VIII are not intended to reduce City's existing legal obligations (if any) as a municipal provider of utilities, fire and police services to Company as a corporate citizen doing business in the City of Boulder and connected to municipal utility services.

Section 5.04. RIGHT OF ENTRY BY THE CITY. The City and the City's agents and representatives shall have the right to enter the Premises at any time in case of an emergency such as a fire, and at all other times during reasonable business hours and upon reasonable notice for any purpose permitted pursuant to the terms of this Agreement, including, but not limited to, examining the Premises, showing the Premises to prospective developers in a reasonably discrete manner, planners or mortgagees, posting notices of non-responsibility and for all other commercially reasonable purposes. The City shall cooperate with Company to minimize any interference with Company business during such entries to the Lease Property.

Section 5.05. CITY'S RIGHT TO CURE. All agreements and provisions to be performed by the Company under any of the terms of this Agreement shall be at the Company's sole cost and expense if so provided herein and without any abatement of Base Rent or Additional Rent. If the Company shall fail to perform any act or to pay any sum of money (other than Base Rent) required to be performed or paid by it hereunder, or shall fail to cure any default and such failure shall continue beyond any applicable notice and grace period set forth herein, then the City may, at its option, after a two-business-day notice and without waiving or releasing the Company from any of its obligations hereunder, make such payment or perform such act on behalf of the Company. All sums paid and all costs incurred by the City in taking such action shall be deemed Additional Rent and shall be paid to the City on demand.

Section 5.06. CITY RESERVATIONS. Notwithstanding the foregoing, with the Company's approval which shall not be unreasonably withheld or delayed, the City shall have the right to grant any easements, licenses or other rights of use on, over, under and above, and within or upon the Premises for such purposes as the City determines so long as such grant does not materially interfere with the use and operation of the Premises by the Company for the Pollard Automobile Dealership.

Section 5.07. THE CITY'S OBLIGATIONS TO CONSTRUCT FENCE; ACCESS. The City shall construct a fence along the east Lease Property line separating the Lease Property from the newly created east parcel owned by the City. Such fence shall be constructed within ninety (90) days after the Effective Date at the City's sole cost and expense. The fence to be constructed by the City hereunder shall be constructed in a commercially reasonable manner and shall include (as a minimum quality standard), a six-foot (6') chain link security grade fence with privacy slats inserted thereon. In the event that the City constructs a new street or other new access road along such easterly Lease Property boundary line, the City agrees to add a curb cut and to provide access (at a location that is reasonably acceptable to both the Company and the City) through the fence, at the City's sole cost and expense, to allow access though the fence to any such new access street. In the event that the street so constructed on the east boundary to the Lease Property is added as a private street to serve only the City's adjacent property, and is not a dedicated, public street, then this requirement to add an access point and fence opening shall be added to the leasehold interest herein as an easement for access purposes over the designated portion of such new street to permit ingress and egress south to Pearl Street and the parties agree

to amend this lease for the City to grant such easement and access rights in a form and with exhibits as may be deemed reasonably necessary by the City to identify the easement and access areas granted to the Company. A general depiction of the fence and, if applicable, the proposed new road and access area contemplated hereunder shall be shown on an exhibit to be attached to such access easement and shall be delivered to the Company within thirty (30) days after the Effective Date. Upon request by the Company, a portion of the fence along the proposed access road may be substituted with landscaping of equal value as approved by the Company.

Section 5.08. RIGHTS OF ACCESS. The City agrees to maintain existing access from Pearl Street to the Lease Property by the use of the two existing westerly curb cuts and by the existing curb cuts on Thirtieth Street or by substitute access as may be proposed by the City and for which the Company shall have reasonable approval rights in the replatting process completed pursuant to the Contract. One of such access points on both Pearl Street and Thirtieth Street shall allow for full movement (left turn and right turn) for ingress and egress. Notwithstanding this requirement, the City shall have the right if required by a state or federal agency to conform any currently existing or future access to the Lease Property to then current safety standards and street maintenance ordinances existing or enacted by the City in the future and that may be applicable to the Lease Property.

ARTICLE VI

CONDITION OF PREMISES; ENVIRONMENTAL CONDITION

Section 6.01. "AS-IS" CONDITION; ENVIRONMENTAL CONDITION. The Company acknowledges that the City has never had possession of the Lease Property. The Company hereby agrees that it or the LLC has had continuous possession of the Premises from the period of time prior to the Effective Date and that the Company has seen and viewed the buildings on and all other improvements to the Premises and is satisfied and content with same, and that the Company hereby accepts possession of the Premises in its "as-is", "where is" condition. In addition, the Company acknowledges that it or the LLC has obtained, pursuant to the requirements of the Contract, an environmental report showing the environmental condition of the Premises and that the Company accepts full responsibility for the environmental condition of the Premises and expressly releases, indemnifies and agrees to hold harmless the City and all of the City's agents and employees from and against all damages, causes of action, claims and cleanup costs that may be suffered or occasioned due to the environmental condition of the Premises existing on the Effective Date. The parties acknowledge the existence of a recent environmental report (including both a Phase I and Phase II studies in a combined report, if available) (collectively, the "***Lease Property Environmental Report***") prepared by an environmental consultant for the Lease Property using the environmental study standards agreed to by the parties in the Contract. Such Lease Property Environmental Report estimated the total environmental remediation and cleanup costs for the Lease Property to meet the then applicable Federal and Colorado State requirements, including, without limitation, the requirement to obtain a determination of and the subsequent issuance by the Colorado Department of Health and Environment or the Colorado State equivalent environmental regulatory agency confirming that no further action is necessary with no restrictions or use limitations (the "***Clean Determination***").

Section 6.02. CLEANUP OBLIGATIONS AND COSTS FOR LEASE PROPERTY CONTAMINATION.

(a) *Company Responsibility*. The obligation for the cleanup and for payment of all cleanup costs for any environmental problems caused by the Company after the Effective Date so not disclosed in the Lease Property Environmental Report shall be the sole responsibility of the Company and the Company shall bear all costs and expenses incurred in connection therewith. The obligation of the Company shall be a joint and several obligations with the LLC under the cleanup obligations of the LLC under the terms of the Contract. The Company may initiate such cleanup work at any time after the Effective Date or, the election of the Company, the environmental contamination remediation and cleanup on the Lease Property shall not be required to be commenced until the earlier of (i) the cessation of the operation of the Lease Property by the Company as an automobile dealership or (ii) such earlier time as may be elected by the Company (the "***Lease Property Cleanup***"); provided, however, that such Lease Property Cleanup shall be completed by the Company prior to the earlier of (x) the Expiration Date, or Extended Early Termination Date or (y) the earlier termination of this Agreement and vacation thereof by the Company in accordance with this Agreement, or (z) such other date as the Company and the City may agree to in writing.

(b) *Risk of Unknown and Undisclosed Environmental Conditions*. Nothing herein shall impose liability on the Company for environmental matters that arise during the Lease Term as a result of migration of contamination onto the Lease Property from off-site, and such risks shall be borne by the City as the then owner of the Lease Property. However, the Company shall deliver written notice to the City if the Company receives actual knowledge of an adjacent property owner's potential liability for environmental contamination of the West Parcel occurring during the term of the Lease Agreement. The Company bears the risk that the cost of environmental contamination remediation and cleanup beyond that estimated in the Lease Property Environmental Report (such estimate, the "***Lease Cleanup Estimate***") may increase as a result of the Company's continued possession and operation of the Lease Property during the term of the lease (including changes to laws or regulations during the term of the Lease). It is the express intent and agreement of the parties that the Company shall bear all cleanup responsibilities and costs and all liabilities associated with the operation of the Lease Property after the Effective Date, regardless of when discovered, identified or disclosed. The Company also bears the risk that the continued use and possession of the Lease Property during the Lease Term may increase the cost of such cleanup at such time as the Company proceeds with the Lease Property Cleanup.

(c) *Cleanup; Security to Payment of Cleanup Costs; Escrow*. The Company shall use an environmental contractor experienced in environmental cleanup in the Boulder/Denver Colorado metropolitan areas to cleanup all environmental impairments disclosed in the Lease Property Environmental Report and such contractor shall be approved by the City in writing. Any contract for cleanup of such environmental matters disclosed in the Lease Property Environmental Report shall

expressly state that the City shall be a third–party beneficiary and all insurance policies (including builder's risk and all other policies issued under such contract) shall name the City as an additional insured. The City shall have the right to elect to have 100% of the Lease Cleanup Estimate escrowed with a title company or an alternative escrow agent acceptable to the parties on or before the Effective Date and such escrowed amounts shall be paid from time to time to the Company or the Contractor in connection with the funding of the cleanup costs actually incurred by the Company in performing the Lease Property Cleanup work based on delivery of requisition forms, lien waivers and delivery of such other items as the City may reasonably require in connection with the disbursement of proceeds in the nature of construction funding in a commercially reasonable draw process. The Company may purchase (at its sole cost and expense) a policy of environmental insurance for coverage in connection with its obligations under this Agreement and the City agrees to cooperate with the Company in obtaining such environmental insurance coverage.

(d) *Clean Up of Lease Property Prior to Lease Termination*. Prior to the Expiration Date or upon the earlier cessation of the use of the Lease Property by the Company as an automobile dealership, and, in any event, prior to relinquishment of possession by the Company of the Lease Property under the term of this Agreement, the Company shall be responsible for obtaining and paying for an updated environmental report from the Environmental Consultant or, in the event that such Environmental Consultant is no longer in business, from an environmental consultant with similar expertise in the Boulder or Denver metropolitan area, which alternative environmental company shall be selected by the City and shall be reasonably acceptable to the Company, and such consultant shall prepare the updated environmental report in accordance with the Environmental Report Standards on the Lease Property showing the then current environmental condition of the Lease Property (the "***Updated Report***"). The Updated Report shall be prepared only after the Company has stopped using the Lease Property for the operation of an automobile dealership. A copy of such Updated Report shall be delivered to the City by the Company with a certification that the report was completed after cessation of operation of the automobile dealership. In the event that the cleanup costs for the Lease Property are in excess of the Lease Cleanup Estimate relating to the Lease Property, then the Company shall immediately deposit in to the escrow maintained by the City the amount representing 100% of the differential in the estimated cleanup costs (the "***Increased Lease Cleanup Costs***") and the Company shall begin the process of cleaning up the Lease Property to the Clean Determination standard. The cleanup of the Lease Property shall commence within thirty (30) days after the date of the Updated Report and shall be completed prior to the Expiration Date or Extended Early Termination Date. Upon completion of the cleanup of the Lease Property, the Company shall deliver to the City evidence that such Lease Property has been "cleaned" to the Clean Determination standard, including an environmental certification executed by the Company to confirm that the cleanup has met such Clean Determination standard, whereupon the balance of any escrowed funds shall be released to the Company. The foregoing notwithstanding, nothing herein shall expand the Company's and LLC's obligations of cleanup beyond that established in the Contract and this Section 6.02, it being understood that the Company's responsibility

for any contamination it creates during the Lease Term is not limited by the cleanup amounts established in the Contract. The parties intend this Agreement to be consistent with the Contract, but in the event of any other conflict between the provisions of this Agreement and the Contract related to cleanup obligations, the provisions of the Contract shall control. The environmental certification shall confirm that all asbestos, if any, in the buildings located on the Premises have been properly removed and contained in anticipation for demolition of the building by the City. The parties agree to consult in good faith about the disposition of the buildings and structures on the Lease Property at the time the Updated Report is to be prepared. If the City intends to demolish the buildings and structures after taking possession of the Lease Property, it will remove the buildings, concrete, asphalt, structures and resulting debris at its own cost and expense to enable Company and the LLC to conduct cleanup under the buildings, concrete, asphalt and structures, provided that the company shall be responsible for and shall first conduct cleanup of environmental contamination contained within any buildings, concrete, asphalt and structures to be removed by the City. If the City does not intend to remove the buildings and structures, the cleanup operations will not extend under the buildings and structures or into areas required for subjacent support of the buildings and structures.

(e) *City's Election to Conduct Cleanup*. Notwithstanding anything herein to the contrary, the City shall have the right (but not the obligation) by written notice to the Company delivered within ten (10) Business Days after the City's receipt of the Updated Report to elect to perform the cleanup of the Lease Property, including the selection and administration of the contract or contracts for such cleanup work. In such event, the amount equal to the Increased Lease Cleanup Costs plus any other amounts reasonably determined by the City as necessary to fund the administration of the cleanup (in an overall amount not to exceed 100% of the Increased Cleanup Costs) shall be paid over to the City by the Company and the City shall have the right to contract for and complete such cleanup.

(f) *Obligation to Cooperate; Grant of Access*. The parties agree to cooperate with one another to cause the Updated Report to be timely prepared and delivered and the Company agrees to make the Lease Property accessible to the environmental consultants selected by the City and to its contractors in connection with the preparation of the Updated Report and in connection with the implementation of any plan of cleanup. The Company hereby grants to the City and to its environmental consultant and its contractors an access easement and construction easement for the purposes contemplated by this Agreement, provided Company is kept reasonably advised of activities on the Lease Property and that it may require reasonable assurances to protect against liens and liability for City activities on the Lease Property. The parties agree to use their commercially reasonable efforts to accommodate the environmental cleanup of the Lease Property with the ongoing operations of the party's respective adjacent properties.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES

Section 7.01. GOVERNMENTAL REGULATIONS.

(a) The Company shall comply with all current and future laws, orders and regulations of federal, state, county and municipal authorities and with any directive of any public officer or officers pursuant to law ("Laws") applicable to the Premises which shall impose any violation, order or duty upon the City or the Company with respect to the Premises or the buildings or improvements thereon or the use or occupation of the Premises, including, without limitation, all applicable Laws, relating to public health and safety and protection of the environment. This Section 7.01 applies to City ordinances, regulations, or orders of general applicability which are not designed or intended to frustrate the purposes of this Agreement.

(b) The Company will immediately notify the City and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to its obligations under Section 7.01(a). The Company will promptly cure and have dismissed with prejudice any such actions and proceeding to the reasonable satisfaction of the City. The Company will keep the Premises free of any lien imposed pursuant to any Laws.

Section 7.02. ENVIRONMENTAL REGULATION COMPLIANCE. The Company shall not install, use, generate, store or dispose of in or about the Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or any similar law or regulation, including without limitation any material containing asbestos or PCB (collectively "***Hazardous Materials***") without the City's written approval of each Hazardous Material. The City's approval is hereby given for reasonable use by the Company of Hazardous Materials customarily used in automobile dealership, service, and repair business operations so long as the Company uses such Hazardous Materials in accordance with applicable Laws. The Company shall indemnify, defend and hold the City harmless from and against any claim, damage or expense arising out of the Company's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether the City has approved the activity.

ARTICLE VIII

AUTOMOBILE STORAGE; PARKING OF INVENTORY

During the Lease Term, the Company shall have the exclusive use of the parking area servicing the Premises. The City shall not be liable for any damage of any nature to, or any theft of, vehicles, or contents thereof, in or about the parking area, including any inventory of vehicles located from time to time on the Premises and the Company shall keep all such inventory adequately insured.

ARTICLE IX

ALTERATIONS AND SIGNAGE

Section 9.01. ALTERATIONS.

(a) *Construction*. After the Effective Date, the Company shall have the right to make any alterations, improvements, or additions in, on or about the Premises, as the Company deems necessary for the continued operation of the Pollard Automobile Dealership, all at the Company's sole cost and expense (collectively "***Alterations***"); provided, however, that the Company shall keep the City reasonably informed of any Alterations and the timing of construction thereof. Any such alterations, improvements or additions shall be at the Company's sole cost and expense and shall be completed in a timely and workmanlike manner. There shall be no adjustment in the Base Rent due hereunder as a result of any such improvements.

(b) *Permits and Approvals*. The Company shall acquire and comply with all necessary permits and approvals from all applicable governmental agencies for work requiring governmental permits or approvals. The City will not object to the issuance of permits and approvals for construction that complies with Section 9.01(a) and generally applicable codes, ordinances, laws and regulations. The Company shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for the Company at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the building, or any interest therein. Prior to construction, the Company shall post notices of the City's non-responsibility for payment for the Company's Alterations in or on the Premises or the building as provided by law, and the City shall have the right to post such notices if the Company fails to do so.

(c) *Ownership of Alterations*. All Alterations by the Company shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and, except for trade fixtures, shall become the property of the City and remain upon and be surrendered with the Premises at the expiration of the Lease Term, unless the parties otherwise agree.

Section 9.02. REMOVAL OF PERSONAL PROPERTY. Prior to vacating the Premises, the Company shall, at its sole cost and expense, remove its signs and all personal property of the Company comprised of the Company's FF&E from the Premises and the building, and upon the removal or alteration of any of its signs and lighting for any reason, the Company shall repair, paint, restore or replace the surface beneath such signs or placards damaged by such removal, unless waived by the City because demolition of the buildings is immediately forthcoming. If the Company fails to comply with its sign removal and restoration obligations, the City may, without liability, enter upon the Premises or the building, and perform the Company's sign removal and restoration obligations, all at the Company's expense.

ARTICLE X

TENANT'S MAINTENANCE, REPAIR AND SURRENDER OF PREMISES

Section 10.01. THE COMPANY'S MAINTENANCE. The Company shall not permit or commit waste of the Premises. The Company shall be responsible for cleaning, repainting and making repairs, replacements and alterations to the Premises as needed, in a good and workmanlike manner in accordance with the terms and provisions of this Agreement. The Company shall be responsible for replacing lamps and bulbs in lighting fixtures within the Premises. The Company shall, at its own expense, provide janitorial service for the cleaning of the Premises. The Company shall repair or replace, at the Company's sole cost, to the extent not covered by insurance, any damage done to the building or any part thereof caused by the Company or the Company's agents, employees, contractors, invitees or visitors. This Lease is triple-net and the City shall not be responsible for any costs, expenses with respect to the maintenance of the Premises.

Section 10.02. SURRENDER OF THE PREMISES; REMOVAL OF COMPANY'S PROPERTY; CITY'S ULTIMATE INTENT TO DEVELOP LEASE PROPERTY. On the last day of the Lease Term or on any earlier Expiration Date or Extended Early Termination Date, the Company shall peaceably and quietly quit and surrender the Premises to the City in the same condition as received on the Effective Date or the date of relocation as the case may be, clean and free of debris, excepting only ordinary wear and tear and loss by fire or other casualty which the Company is not obligated to repair pursuant to this Agreement. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if it could have been prevented by prudent maintenance practices by the Company. Unless the City has agreed to removal of the same, the Company shall leave all Alterations on the Premises in good operating condition, subject to ordinary wear and tear. The Company shall remove all of the Company's FF&E.

Section 10.03. LIENS.

(a) *Prohibition*. The Company shall keep the Premises and the building free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Company, except if such work is performed by the City on the Company's behalf. Should any mechanic's or other lien be filed against the Premises or the building by reason of the Company's or its agents' or contractors' acts or omissions or because of a claim against the Company, the Company shall cause it to be canceled and discharged of record by bond or otherwise within thirty (30) days after the filing thereof unless the Company disputes said lien and actively contests the same, in which case Company shall cause it to be discharged of record by bond within ninety (90) days. Should the Company fail to discharge such lien within such time periods, the City may do so by whatever means the City deems appropriate, in which event the Company shall reimburse the City, on demand, as Additional Rent, for the amount of the lien or the amount of the bond, if greater, plus all administrative costs incurred by the City in connection therewith. The remedies provided herein shall be in addition to all other remedies available to the City.

(b) *Liability to Third Parties*. Nothing contained in this Agreement shall be construed as constituting the consent or request of the City, express or implied, to, or for the performance by, any contractor, laborer, materialman or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. The Company and any subtenants shall have no power to do any act or make any contract that may create or be the foundation of any lien, mortgage or other encumbrance upon the reversionary or other estate of the City, or any interest of the City in the Premises or the building. Notice is hereby given that the City is not and shall not be liable for any labor, services or materials furnished or to be furnished to the Company or to anyone holding the Premises or any part thereof, and that no mechanics' or other liens for any such labor, services or materials shall attach to or affect the interest of the City in and to the Premises or the building.

ARTICLE XI

INSURANCE AND INDEMNITY

Section 11.01. TENANT'S INSURANCE. The Company shall procure and maintain throughout the Lease Term of this Agreement, at its sole cost and expense, general liability insurance in an amount not less than a combined single limit of Two Million Dollars ($2,000,000.00) and casualty insurance on the building structures to their full replacement value. The City shall be named as an additional insured on these policies at no expense to the City. The minimum limits of insurance coverage required by Rider 12.01 shall not limit the liability of the Company for its acts or omissions as provided in this Agreement. All insurance required hereunder shall be placed with companies which are rated A-:VII or better by Best's Insurance Guide and licensed to do business in the state in which the building is located and shall name the City as an additional insured thereunder. All such policies shall be written as primary policies not contributing with and not supplemental to the coverage that the City may carry, with deductibles not to exceed one percent (1%) of the amount of coverage. The Company shall be responsible for the payment of any deductible in the event of an insured loss. The Company shall deliver certificates for all such policies prior to the Effective Date, or, in the case of renewals thereto, fifteen (15) days prior to the expiration of the prior insurance policy, together with evidence that such policies are fully paid for, and that no cancellation, material change or non-renewal thereof shall be effective except upon thirty (30) days' prior written notice from the insurer to the City. If the Company shall fail at any time to procure or maintain the insurance required herein, or to provide proof of insurance as required, or if the insurer notifies the City that any coverage is to be canceled or non-renewed, such failure or event shall be an event of default hereunder, and the City may, at its option, procure such insurance on the Company's behalf and the cost thereof shall be payable upon demand, as Additional Rent. Payment by the City of any insurance premium or the carrying by the City of any such insurance policy shall not be deemed to waive or release the default of the Company with respect thereto.

Section 11.02. SUBROGATION. Notwithstanding anything to the contrary contained herein, upon approval by the Company's insurance carrier, which approval the Company will diligently seek, the Company shall waive and release its rights of recovery against the City and its officers, agents and employees for any damage to real or personal property, including

resulting loss of use, interruption of business, and other expenses occurring as a result of the use or occupancy of the Premises or the building to the extent that the loss or damage is either covered by the Company's insurance or is required to be covered by the Company's insurance pursuant to this Agreement. The Company agrees that all policies of insurance obtained by it pursuant to the terms of this Agreement shall contain provisions or endorsements thereto waiving the insurer's rights of subrogation with respect to claims against the City, and, unless the policies permit waiver of subrogation without notice to the insurer, each shall notify its insurance companies of the existence of the waiver and indemnity provisions set forth in this Agreement.

Section 11.03. WAIVER.

(a) *Waiver of the City Liability*. As a material part of the consideration to the City for this Agreement, the Company hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause, and the Company hereby waives all claims with respect thereto against the City and its affiliates and their respective officers, shareholders, partners, managers, members, employees, contractors and agents, except if directly caused by the City's gross negligence or willful misconduct, and the Company waives all claims against such parties for any and all losses, damages (including consequential or punitive damages) and other costs arising from any cause whatever (unless caused by the City's gross negligence or willful misconduct), including, without limitation, any such injury or damage caused by or resulting from (i) fire, explosion, smoke, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, (ii) the acts or omissions of any other tenant or any officer, agent, employee, contractor or guest of any such tenant (iii) interference with the electrical service, ventilation, utilities or other services to the Premises, (iv) any latent defect in the Premises or building, (v) any act, omission, event or circumstance for which the Company is required to insure, or (vi) any construction, Alterations or repair required or permitted to be performed by the Company or the City under this Agreement. The Company shall give immediate notice to the City in case of casualty or accidents in or about the Premises.

ARTICLE XII

OFFSET STATEMENT, ESTOPPEL, ATTORNMENT AND SUBORDINATION

Section 12.01. OFFSET STATEMENT, ESTOPPEL. At any time and from time to time upon written request by the City, the Company hereby agrees to deliver within thirty (30) days after request, an estoppel certificate in or upon the form supplied by the City and reasonably acceptable to the Company certifying (if such be the case): (a) that the Company has accepted the Premises or, if the Company has not done so, that the Company has not accepted the Premises, and specifying the reasons therefore; (b) that this Agreement is in full force and effect, and (c) that there are no defenses or offsets to the obligations of the Company hereunder and that there are no defaults by the Company or the City hereunder (or stating those claimed by the Company), and (d) such other information as may be reasonably required by the City.

Section 12.02. ATTORNMENT. The Company shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the City covering the Premises or in the event of any termination of any underlying lease, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser or lessor under any underlying lease as the City under this Agreement, without change in the terms or other provisions of such lease.

Section 12.03. SUBORDINATION. This Agreement, and all rights and interests of the Company hereunder, at the City's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the building or any interest of the City therein (collectively "***Mortgage***") and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, the Company's right to quiet possession of the Premises shall not be disturbed if the Company is not in default unless this Agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Agreement be senior to the lien of its Mortgage, and shall give written notice thereof to the Company, this Agreement shall be deemed senior to such Mortgage, whether this Agreement is dated prior or subsequent to the date of said Mortgage or the date of recording thereof. The Company agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Agreement prior to the lien of any Mortgage. The Company's failure to execute such documents within ten (10) days after written demand shall constitute a material default by the Company hereunder without further notice to the Company or, at the City's option, the City shall execute such documents on behalf of the Company as the Company's attorney-in-fact. The Company does hereby make, constitute and irrevocably appoint the City as the Company's attorney-in-fact and in the Company's name, place and stead, to execute such documents in accordance with this Section. Notwithstanding anything in this Article to the contrary, as a condition to the effectiveness of the subordination and attornment in this Article the City will obtain a reasonably acceptable non-disturbance agreement from the holder(s) of any Mortgage and superior lien(s). The non-disturbance agreement will provide that the City will not be disturbed by the holder(s) of the Mortgage or superior lien(s) so long the Company is in compliance with the terms of this Lease.

ARTICLE XIII

ASSIGNMENT AND SUBLETTING

Section 13.01. ASSIGNMENT AND SUBLETTING.

(a) *No Assignment*. The Company shall not voluntarily or by operation of law assign, transfer, sublet, mortgage, collaterally assign, or otherwise transfer or encumber (referred to as "***Assignment of Interest***") all or any part of the Company's interest under this Agreement or in the Premises, without the City's prior written consent. Notwithstanding anything herein to the contrary, City consent is hereby given for an assignment of this Agreement to any entity into which the Company merges or is merged and for which the surviving company continues to operate the

Lease Property as an auto dealership in which the Company has an ownership interest or has a continued role in management activities and to any other entity controlled by the owners of the Company. The City's consent to an Assignment of Interest shall not unreasonably be withheld, provided that such consent may be withheld in the event that the City determines in its reasonable discretion that the proposed assignee (i) has appropriate credit under the then current standards for a lease of similar City property to a third party, and (ii) the use proposed is similar in use and character to the current use of the Leased Property and otherwise will not create a nuisance with to the then proposed use by the City of the East Parcel. The City shall respond to the Company's request for consent hereunder within thirty (30) days of delivery of a request for the City's approval. Any attempted Assignment of Interest without the City's consent shall be void, and shall constitute a material default and breach of this Agreement without a requirement for notice to the Company under any provision of this Agreement. "Assignment of Interest" within the meaning of this Section 13.01 (a) shall include any merger, reorganization, or similar transaction to which the Company's consent is required, the sale or transfer of all or substantially all of the Company's assets or the transfer a controlling interest in the Company's stock or ownership interests. The City shall not assign or delegate its obligations hereunder except to a related entity or to Boulder Municipal Property Authority or any similar governmental or quasi-governmental entity controlled by the City.

(b) *No Release*. No assignment or subletting shall release the Company of the Company's obligations hereunder or alter the primary liability of the Company to pay all Base Rent and Additional Rent due under this Agreement and to perform all obligations to be performed by the Company under this Agreement, including without limitation, environmental cleanup obligations and costs. Upon any default under this Agreement, the City may proceed directly against the Company or anyone else responsible for the performance of this Agreement, including any approved subtenant, without first exhausting the City's remedies against any other person or entity responsible therefore to the City, or any security held by the City or the Company. The City's written consent to any assignment or subletting of the Premises by the Company shall not constitute an acknowledgment that no default then exists under this Agreement of the obligations to be performed by the Company, nor shall such consent be deemed a waiver of any then existing default, except as may be otherwise stated in writing by the City at the time.

ARTICLE XIV

DESTRUCTION OF PREMISES BY CASUALTY

Section 14.01. TOTAL OR PARTIAL DESTRUCTION. If the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenantable in whole or in part, the Company shall cause such damage to be repaired, and the Rent shall not be abated. If by reason of such occurrence, the Premises shall be rendered untenantable only in part, the Company shall cause the damage to be repaired, and the Rent meanwhile shall not be abated. If the Premises shall be rendered wholly untenantable by reason of such occurrence, the Company shall cause such damage to be repaired, and until the Premises

have been restored and rendered tenantable, the rental shall abate. The Company's obligation to repair under this Section 14.01. (i) is expressly limited to the extent of any insurance proceeds paid to and received by the Company from the City (since the City shall be an additional payee on all of such policies unless the City otherwise agrees in writing), and (ii) shall at all times be subject to obtaining all necessary approvals from all applicable governmental entities. The Company shall use said proceeds, to the extent thereof, to restore the Premises to the condition it was in on the Effective Date.

Section 14.02. OPTIONS AFTER DESTRUCTION OF BUILDING. In the event that fifty per cent (50%) or more of the rented and rentable ground floor area of the buildings on the Premises shall be damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, the Company shall either (1) cause the buildings to be repaired as soon as reasonably practicable at the Company's expense using available insurance proceeds therefor to the condition existing at the time of the damage, or (2) exercise any right, granted by the City under this Agreement to relocate the Company, (3) give written notice to the City within ninety (90) days after the date of occurrence of such damage of the Company's intention to cancel and terminate this Agreement, in which case this Agreement shall terminate as of the date of the occurrence of such damage.

Section 14.03. WAIVER. The City and the Company waive the provisions of any statute that relates to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Agreement.

Section 14.04. NOTICE OF DAMAGE. The Company shall give immediate written notice to the City of any material damage caused to the Premises by fire or other casualty.

ARTICLE XV

EVENTS OF DEFAULT

Section 15.01. EVENTS OF DEFAULT.

(a) *Definition.* In addition to any other event specified in this Agreement as an event of default, the occurrence of any one or more of the following events during the Lease Term (each, individually, an "***Event of Default***" and collectively, "***Events of Default***") shall constitute a breach of this Agreement by the Company and the City may exercise the rights set forth in this Agreement or as otherwise provided at law or in equity:

(i) The Company shall fail to pay any Base Rent or any Additional Rent (or cure any other default which is curable by the payment of money) within ten (10) days after the date when due, after written notice from the City.

(ii) The Company shall default in the performance of or compliance with any of the other covenants, agreements, terms or conditions of this Agreement or the Option Agreement to be performed by the Company (other than any default curable by the payment of money), and, unless expressly provided elsewhere in this Agreement that no notice and/or opportunity to cure such default

is to be afforded the Company, such default shall continue for a period of thirty (30) days after written notice thereof from the City to the Company, or, in the case of a default which cannot with due diligence be cured within thirty (30) days, the Company fails to commence such cure promptly within such thirty (30) day period and thereafter diligently prosecute such cure to completion within ninety (90) days. Notwithstanding the above, the Company must immediately remedy any default that imminently threatens an injury or harm to any person or property.

(iii) The Company shall become insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time (the "***Code***"); shall have ceased to pay its debts in the ordinary course of business; shall be unable to pay its debts as they become due; shall make a general assignment for the benefit of creditors; shall file, take any action to file, or notify the City that the Company intends to file, a petition, case or proceeding under any section or chapter of the Code, or under any similar law or statute of the United States or any state thereof relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; shall be adjudicated as a bankrupt or insolvent; shall seek to or consent to or acquiesce in the appointment of any receiver, trustee, liquidator or other custodian of the Company or any material part of its properties, whether or not it relates to their interests in this Agreement; or the Company shall notify the City that it anticipates the occurrence of any of the foregoing conditions; or take any other action for the purpose of effecting any of the foregoing clauses.

(iv) The Premises are effectively abandoned by the Company, as evidenced by the Company's failure to occupy and use the Premises for a period of one hundred sixty (60) days.

(v) Any execution or attachment is issued against the Company or any of its property whereupon the Premises shall be taken or occupied or attached, or attempted to be taken or occupied or attached by someone other than the Company, which execution or attachment is not vacated within ninety (90) days thereafter.

(vi) The Company does or permits to be done anything which creates a lien upon the Premises and such lien is not discharged by the Company within sixty (60) days after the filing thereof.

(b) *Notice*. If an Event of Default relating to late payment of regular monthly installments of Base Rent or Additional Rent, or both, due under this Agreement occurs more than two times within any calendar year, then, notwithstanding that each such Event of Default shall have been cured, any further default relating to late payment of any such monthly payments due under this Agreement during such calendar year shall be deemed an Event of Default for which no notice or cure period shall apply.

Section 15.02. THE CITY'S REMEDIES UPON DEFAULT.

(a) *Termination or Possession*. Upon the occurrence of any Event of Default, the City shall have the option to pursue any one or more of the following remedies in addition to, or in lieu of, any and all remedies available to the City under the laws of the State of Colorado:

(i) The City may give the Company written notice of its election to terminate this Agreement, effective on the date specified therein, whereupon the Company's right to possession of the Premises and the Option rights granted under the Option Agreement, shall cease and this Agreement and the Option Agreement shall be terminated, except as to the Company's liability determined in accordance with this Agreement, including, without limitation, the environmental cleanup obligations imposed hereunder.

(ii) The City and its agents may immediately re-enter and take possession of the Premises, or any part thereof, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable for indictment, prosecution or damages therefore) and may repossess the Premises as the City's former estate and expel the Company and those claiming through or under the Company, and remove the effects of both or either, without being deemed guilty in any manner of trespass, and without prejudice to any remedies for arrears of rent or the Company's breach of covenants or conditions.

(iii) Should the City elect to re-enter as provided herein above or should the City take possession pursuant to legal proceedings or pursuant to any notice provided by law, the City may, from time to time, without terminating this Agreement, relet the Premises or any part thereof in the City's or the Company's name, but for the account of the Company, for such term or terms (which may be more or less than the period which would otherwise have constituted the balance of the Lease Term) and on such terms and conditions (which may include concessions of free rent and alteration, repair and improvement of the Premises) as the City, in its sole discretion, may determine, and the City may collect and receive the rents therefore without relieving the Company of any liability under this Agreement or otherwise affecting any such liability, except that all amounts actually collected shall be offset against damages otherwise payable by the Company. The City shall use reasonable efforts to the extent required by law to relet the Premises, but shall in no event be liable for failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting, and no such refusal or failure shall operate to relieve the Company of any liability under this Agreement or otherwise to affect any such liability. No such re-entry or taking possession of the Premises by the City shall be construed as an election on the City's part to terminate this Agreement unless a written notice of such intention is given to the Company. No notice from the City hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by the City to terminate this Agreement

unless such notice specifically so states. The City reserves the right following any such re-entry and/or reletting to exercise its right to terminate this Agreement by giving the Company written notice thereof, in which event this Agreement will terminate as specified in said notice..

(iv) The City may give the Company written notice of its election to terminate any unexercised right of expansion, right of first offer, right of first refusal, right of renewal and/or any other similar right granted to the Company under the terms of this Agreement.

(b) *Damages*.

(i) In the event this Agreement is terminated in accordance with the provisions of Section 15.02. the Company shall remain liable to the City for damages in an amount equal to the Base Rent and any Additional Rent (and including any costs for environmental cleanup) and any other sums due hereunder as of the date of termination of this Agreement plus the Base and any Additional Rent which would have been owing by the Company hereunder for the balance of the Lease Term (collectively, the "***Aggregate Gross Rent***") had this Agreement not been terminated, less the net proceeds, if any, received as a result of any reletting of the Premises by the City subsequent to such termination, after deducting all of the City's expenses including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney fees, expenses of employees, alteration and repair costs and expenses of preparation for such reletting (collectively, the "***Reletting Costs***"). The City shall be entitled to collect Base Rent, any Additional Rent and all other damages from the Company monthly on the days on which Base Rent and any Additional Rent would have been payable hereunder if this Agreement had not been terminated.

(ii) If the City does not elect to terminate this Agreement, but takes possession, the Company shall pay to the City the Base Rent and any Additional Rent which would be payable hereunder if such repossession had not occurred, less the net proceeds received by the City, if any, of any reletting of the Premises by the City after deducting the Reletting Costs to the extent not paid to the City pursuant to the following sentence. The Company shall pay Base Rent and Additional Rent due the City, monthly, on the days on which rent would have been payable hereunder if possession had not been retaken.

(c) *Cumulative Remedies*. The City shall have the right to exercise any and all other remedies under Colorado law. Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, including, but not limited to, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by the City of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies

provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive. All costs incurred by the City in connection with collecting any rent or other amounts and damages owing by the Company pursuant to the provisions of this Agreement, or to enforce any provision of this Agreement, including reasonable attorney fees from the date such matter is turned over to an attorney, whether or not one or more actions are commenced by the City, shall also be paid by the Company to the City.

(d) *Miscellaneous*. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon the initiative of the City to protect the City's interest under this Agreement shall not constitute a termination of the Company's rights to possession unless the City shall have specifically elected to terminate this Agreement. No payments of money by the Company to the City after the expiration or other termination of this Agreement after the giving of any notice by the City to the Company shall reinstate or extend the Lease Term, or make ineffective any notice given to the Company prior to the payment of such money. After the service of notice or the commencement of a suit, or after final judgment granting the City possession of the Premises, the City may receive and collect any sums due under this Agreement, and the payment thereof shall not make ineffective any notice, or in any manner affect any pending suit or any judgment theretofore obtained. If the Company is in default under the terms hereof, the City shall have the right to remove all the Company's property from the Premises and dispose of said property in such a manner as determined best by the City, at the sole cost and expense of the Company and without liability of the City for the actions so taken, subject to the rights of any mortgagee of the City.

Section 15.03. BANKRUPTCY.

(a) In the event that the Company shall become or be adjudicated bankrupt or insolvent, or if the Company shall file or acquiesce in a petition in any court in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, or if the Company shall make an assignment or other conveyance in trust for the benefit of its creditors, or if any execution or attachment shall be issued against the Company or the Company's property whereupon the Premises shall be taken or occupied or attempted to be taken or occupied by someone other than the Company and such execution or attachment shall not be dismissed, vacated, discharged or bonded within sixty (60) days after issuance of same, or if a receiver or Trustee shall be appointed for the Company and such receivership be not discharged within sixty (60) days from the date of such appointment, then upon the happening of any of said events, the term hereby demised shall, at the option of the City, cease and terminate, it being expressly agreed that the covenant hereinafter contained against the assignment of this Agreement shall cover the case of the assignment of this Agreement by operation of law as well as the assignment of this Agreement by a voluntary act of the Company.

(b) If this Agreement shall be so canceled and terminated, neither the Company nor any person claiming through or under the Company by virtue of any statute or order of any court shall be entitled to remain in possession of the Premises but shall forthwith quit and surrender the Premises. In no event, without the written approval of the City, which approval may be granted or withheld at its sole discretion, shall this Agreement be or be considered an asset of the Company's estate in bankruptcy or insolvency, or any receiver or trustee (hereafter referred to as a "***Trustee***") with respect thereto.

(c) To the extent that the City's right to cancel this Agreement in accordance with the provisions of ARTICLE XV of this Agreement is invalid or unenforceable under the Bankruptcy Reform Act of 1978 (the "***Act***"), as the same may be amended from time to time, or any other statute or rule of law, then the following provisions shall apply, to the extent valid and enforceable:

(d) If there has been a default by the Company under any provision of this Agreement (other than this Section 15.03.), the Trustee may not assume this Agreement, unless, at the time of assumption of this Agreement, the Trustee:

(i) cures, or provides adequate assurance (to the City's reasonable satisfaction) that the Trustee will promptly cure such default; and

(ii) provides adequate assurance (to the City's reasonable satisfaction) of future performance under this Agreement, which shall include, without limitation, adequate assurance:

(iii) of the source of rent and other consideration due under this Agreement;

(iv) that assumption or assignment of this Agreement will not breach substantially any provision, such as a radius, location, use or exclusivity provision, in any other lease, financing agreement or master agreement relating to the building; and

(v) that assumption or assignment of this Agreement will not disrupt substantially any tenant mix or balance in the building.

(e) If there has been a default by the Company, the Trustee may not require the City to provide services or supplies incidental to this Agreement before assumption of this Agreement unless the City is compensated under the terms of this Agreement for any unpaid services, supplies, Rent, Additional Rent, and any other amounts due under this Agreement but unpaid by the Company before assumption of this Agreement.

(f) If this Agreement is terminated under the provisions of this Section 15.03 or by reason of rejection by the Trustee, the City shall be entitled to the recovery of damages, and such other remedies, as are provided for in this ARTICLE XV. The foregoing sentence shall not, however, limit or prejudice the right of the City to

petition for and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or arrangement proceeding an amount equal to the maximum allowed by the Act or any other statute or rule of law governing such proceedings and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the damages referred to in the preceding sentence.

Section 15.04. A CITY DEFAULT. If the Company believes that the City is in default of any of the City's obligations hereunder, the Company shall give the City written notice of default. If the City does not cure such default within thirty (30) days after notice, or, if the default cannot reasonably be cured within a thirty (30) day period (which, if the City has begun curative measures within such 30 days, the City shall have a reasonable time to complete such measures), if the City has not begun to take curative action or is not diligently pursuing completion of such curative action, then the Company may, as its sole remedy for such default, bring an action for specific performance, damages, or both. The Company's default notice shall be sent to mortgagees as specified later in this Agreement. Under no circumstances shall the Company be entitled offset Base Rent or Additional Rent, or use self-help in the event of a default or alleged default by the City under this Agreement.

Section 15.05. LEGAL EXPENSES. The City shall be entitled to include all of its costs and expenses incurred by the City in the enforcement of this Agreement as Additional Rent due upon demand from the Company. In the event that either party hereto shall bring legal action against the other party to enforce the provisions of this Agreement, then the prevailing party shall be entitled to reimbursement from the other party for all costs and expenses thus incurred, including reasonable attorneys' fees.

ARTICLE XVI

HOLDING OVER, SUCCESSORS

Section 16.01. HOLDING OVER. Any holding over after the expiration of the Lease Term hereof shall be construed to be a tenancy from month to month and the minimum monthly rent payable during such holdover period shall be an amount equal to the then applicable Base Rent and Additional Rent payable during the last twelve month period of the Lease Term (pro-rated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable. Acceptance of such hold-over rent shall not prevent the City from proceeding to evict the Company in accordance with Colorado law and all of such hold-over rent shall be due to the date that the Company is vacated or removed from the Premises.

Section 16.02. SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties, and if there shall be more than one party hereto as the Company, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of the Company unless the assignment to such assignee has been approved by the City in writing as provided in Section 13.01. hereof.

ARTICLE XVII

QUIET ENJOYMENT; ALTERNATE RELOCATION SITE

Section 17.01. NO HINDRANCE. The City warrants that it has full right and power to execute and perform this Agreement and to grant the estate demised herein and that the Company, on payment of the Base Rent and Additional Rent and performing the covenants herein contained, shall peaceably and quietly have, hold and enjoy the demised Premises for the uses and purposes herein set forth during the full Lease Term.

Section 17.02. RIGHT OF CITY TO IDENTIFY SUBSTITUTE LEASE PROPERTY AND TERMINATE OPTION AND LEASEHOLD INTEREST IN LEASE PROPERTY. The City has the right to identify an alternative relocation site (an "*Alternative Relocation Site*") for the Pollard Automobile Dealership other than the Yards Parcel subject to the Option. In the event such a site is approved by the Company, Company will remove and relocate the Pollard Automobile Dealership to the Alternative Relocation Site and complete the required cleanup of the Lease Property in accordance with this Agreement and terminate this Agreement after all obligations of the Company are satisfied and the Pollard Automobile Dealership has been relocated.

ARTICLE XVIII

MISCELLANEOUS

Section 18.01. WAIVER. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. The acceptance of rent shall not be deemed a waiver of any preceding breach, and no waiver shall be deemed to have been given except if same be in writing. The failure of the City to collect any amount due pursuant to this Agreement, whether Base Rent or Additional Rent, shall not act as a waiver of the collection of such amount, provided, however, that no action shall be brought to collect any such amount more than one (1) year after the expiration of this Agreement.

Section 18.02. ACCORD AND SATISFACTION. No payment by the Company or receipt by the City of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement or statement on any check or any letter which may accompany any check or payment be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City's right to recover the balance of such rent or pursue any other remedy in this Agreement provided.

Section 18.03. ENTIRE AGREEMENT. This Lease, the Option, the Contract and the Exhibits attached hereto and thereto and forming a part hereof and thereof, set forth all the covenants, promises, agreements, conditions and understandings between the City, the LLC and the Company concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein or therein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or

addition to this Agreement shall be binding upon the City or the Company unless reduced to writing and signed by them.

Section 18.04. NO PARTNERSHIP. The City does not, in any way or for any purpose, become a partner of the Company in the conduct of the Company's business or otherwise, or a joint venturer or a member of a joint enterprise with the Company.

Section 18.05. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay ("***Force Majeure Delay***"). The provisions of this section shall not operate to excuse the Company from prompt payment of Base Rent, Additional Rent or any other payments required of the Company by the terms of this Agreement.

Section 18.06. NOTICES, PLACE RENT PAYABLE. Any and all notices required or which either party herein may desire to give to the other (each, a "***Notice***") shall be made in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier, such as Federal Express or Airborne Express, or by personal service, or by electronic facsimile with proof of receipt, and shall be deemed to be given on the third business day after the date of posting in a United States Post Office or branch post office or one day after delivery to the overnight courier, or upon effecting personal service or delivery by facsimile, and shall be delivered to the City and the Company as follows:

to the Company:	Pollard Friendly Motor Co. 2360 30th Street Boulder, Colorado 80301
with a copy to:	Joseph C. French, Esq. French & Stone, P.C. 720 Pearl Street Boulder, Colorado 80302
to the City:	Attention Boulder City Attorney City of Boulder P.O. Box 791 Boulder, CO 80306
with a copy to:	City Manager City of Boulder P.O. Box 791

Either party may, by notice as aforesaid actually received, designate a different address or addresses for communications intended for it. Anything contained herein to the contrary notwithstanding, any bills or invoices for Base Rent, any Additional Rent or any other amounts due to the City may be given by hand or by mail (which need not be registered or certified) and, if so given, shall be deemed given on the date of delivery or refusal, if by hand, or on the third (3rd) business day following the date of posting, if mailed.

Section 18.07. CAPTIONS AND SECTION NUMBERS. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Agreement, nor in any way affect this Agreement.

Section 18.08. GOVERNING LAW, PARTIAL INVALIDITY. This Agreement shall be construed and governed by the laws of Colorado. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under the laws of the said State, or otherwise, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 18.09. REPRESENTATION OF PARTIES. The parties hereto represent and warrant to each other that neither has been represented by any broker, except for Don Walker with respect to the Company, in connection with the negotiation and/or execution of this Agreement and that there are no claims for brokerage commissions or finder's fees in connection therewith except the agreement between Company and Don Walker. Each of the parties hereto agrees to indemnify and hold harmless the other party against and from all liabilities arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

Section 18.10. NO OPTION FOR LEASE PROPERTY. The Company shall have no option to acquire, further lease or extend the Lease Term for the Premises except as is expressly set forth in this Agreement. This Agreement becomes effective to convey to the Company a leasehold interest in the Premises only upon execution and delivery hereof by the City and the Company. The Option granted in the Option Agreement shall not apply to the Lease Property.

Section 18.11. RECORDING. The Company shall not record this Agreement or a memorandum hereof without the prior written consent of the City. Upon the City's or the Company's request, the parties agree to execute and acknowledge a short form lease in recordable form, indicating the names and addresses of the City and the Company, a description of the Premises, the Lease Term, the Effective Dates and Expiration Date, and the Option, but omitting Base Rent and other terms of this Agreement. The City and the Company agree to execute and record a memorandum of this Agreement in recordable form to be held by the City until the Expiration Date or earlier termination of the Lease Term.

Section 18.12. NO CITY LIABILITY; SUBJECT TO APPROPRIATION IT IS SPECIFICALY UNDERSTOOD AND AGREED THAT THIS AGREEMENT IS NOT EFFECTIVE UNTIL IT IS APPROVED BY THE CITY COUNCIL AND DULY EXECUTED. In no event shall the City be liable to the Company for any amounts or obligations to undertake any actions unless the obligation to make such payments therefore has been approved by the Boulder City Council. All financial obligations of the City hereunder are subject to appropriation, provided that failure by the City to make such appropriation is not a default hereunder but that, if such non-appropriation results in subsequent failure by the City to pay any amounts due hereunder the Company shall have all rights it would have in the event of a default under this Agreement. Notwithstanding anything to the contrary provided in this Agreement, neither nor any council member, manager, City attorney or their successors, assigns or agents shall have any personal liability with respect to any provisions of this Agreement. .

Section 18.13. ABANDONED PROPERTY. Any property owned by the Company and left in the Premises after this Agreement terminates, or after the Company vacates the Premises, shall be deemed abandoned property and the City shall have the right, but not the obligation, to dispose of such property, without liability to the Company for the disposal of such property and the Company shall be responsible for payment to the City of all costs incurred in connection therewith.

Section 18.14. AUTHORITY OF TENANT. Each individual executing this Agreement on behalf of the Company represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Company, and that this Agreement is binding upon the Company in accordance with its terms.

Section 18.15. AUTHORITIES FOR ACTION. The City may act through its managers and through the City Attorney for the City of Boulder or through any other person who may from time to time be designated by the City in writing. The Company shall designate in writing one or more persons to act on its behalf and may from time to time change such designation by written notice to the City. In the absence of any such designation, the person or persons executing this Agreement on behalf of the Company shall be deemed to be authorized to act on behalf of the Company in any matter provided for herein.

Section 18.16. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstances shall be declared by a judicial body to be illegal, invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and all other terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 18.17. INTERPRETATION.

(a) Whenever in this Agreement any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of a covenant.

(b) All pronouns and any variances thereof shall be deemed to refer to the neuter, masculine, feminine, singular or plural, when the context requires.

(c) No remedy or election given pursuant to any provision in this Agreement shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies at law or in equity as otherwise specifically provided herein.

(d) If, and to the extent that, any of the provisions of any amendment, modification or rider to this Agreement conflict or are otherwise inconsistent with any of the preceding provisions of this Agreement, whether or not such inconsistency is expressly noted in such amendment, modification or rider, the provisions of such amendment, modification or rider shall prevail.

(e) The parties mutually agree that the headings and captions contained in this Agreement are inserted for convenience of reference only.

(f) This Agreement shall be construed in accordance with the laws of Colorado.

(g) The City and the Company each acknowledge and warrant that it has been represented by independent counsel and has executed this Agreement after being fully advised by said counsel as to its effect and significance. This Agreement is the result of negotiations between the parties and their respective attorneys and no provision shall be construed against a party solely on the basis of authorship.

Section 18.18. NO LIGHT, VIEW OR AIR EASEMENT. This Agreement does not grant any rights to light, view, or air to, from or over the Premises to the extent such items are affected by activities occurring off the Premises. Any diminution or shutting off of light, view, or air by any structure which is now or hereafter erected off the Lease Property shall not affect this Agreement or impose any liability on the City.

Section 18.19. FURTHER ASSURANCES. The parties agree to execute and deliver such other and additional documents and assurances as may be deemed reasonably necessary to implement the terms of this Agreement.

Section 18.20. TIME OF THE ESSENCE; BUSINESS DAYS. Time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement, and the failure to timely perform any of the terms, conditions, obligations or provisions hereunder by either party shall constitute a breach of and a default under this Agreement by the party so failing to perform. In calculating any period of time provided for in this Agreement, the number of days allowed shall refer to calendar and not Business Days unless otherwise specified. If any day scheduled for performance of any obligation hereunder shall occur on a day that is not a week day or a day on which the Boulder City offices are open for business (a "***Business Day***"), the time period allowed and day for performance shall be continued to the next Business Day; provided that this shall not apply to the payment of Base Rent or Additional Rent which shall be due on or before the date specified and if the date for

payment is not a Business Day, such payment shall be made on the Business Day prior to the payment due date.

[SIGNATURE PAGE FOLLOWS]

DATED this 14th day of October, 2004.

CITY OF BOULDER

By _____
Frank W. Bruno, City Manager

Date: October 14, 2004

Attest:

By _____
City Clerk on behalf
of the Director of Finance and Record

Approved as to form:

By _____
Ariel Pierre Calonne, City Attorney

POLLARD FRIENDLY MOTOR CO., a
Colorado corporation
By _____
Name James M. Pollard JR
Title President
Secretary

Date: October 14, 2004

APPENDIX I

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Exhibit A

6.6 Acre Parcel



June 1, 2004

1 inch equals 100 feet

EXHIBIT B

OCTOBER 4, 2004

A DESCRIPTION OF THE WESTERLY PORTION OF THE POLLARD MOTOR COMPANY PROPERTY AT THE NORTHEAST CORNER OF PEARL STREET AND 30TH STREET, FOR THE CITY OF BOULDER.

LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5 F-1 #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS S00°14'20"E, THENCE N89°40'15"E, 663.15 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29; THENCE S00°12'00"E, 121.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE N79°49'40"W, 131.13 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE S89°45'40"W, 140.20 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

THENCE S00°59'00"E, 213.11 FEET;

THENCE N89°45'40"E, 63.99 FEET;

THENCE S00°59'00"E, 343.09 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;

THENCE S74°49'00"W, 46.16 ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET;

THENCE S77°01'09"W, 195.16 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET;

THENCE S74°49'00"W, 117.85 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHWESTERLY, 69.39 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 56°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS N77°11'00"W, 66.67 FEET;

THENCE NORTHWESTERLY, 2.33 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO 3000 PEARL PARTNERSHIP AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1075 AS RECEPTION NO. 351290 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE 3°42'30" AND BEING SUBTENDED BY A CHORD THAT BEARS N35°56'46"W, 2.33 FEET;

THENCE N00°14'20"W, 20.34 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1075 AS RECEPTION NO. 351290 TO THE NORTHWESTERLY CORNER THEREOF;

THENCE N01°29'13"W, 102.93 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 30TH STREET IN THE CITY OF BOULDER TO THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE N02°11'10"W, 206.81 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER THEREOF;

THENCE N75°11'50"E, 0.46 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE N02°11'10"W, 20.00 FEET ALONG THE WEST LINE OF SAID LOT 3;

THENCE N00°14'20"W, 274.50 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF;

THENCE N89°45'40"E, 353.40 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

AREA = 239,456 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL, BARRELL & CO.
4840 PEARL EAST CIRCLE, SUITE 114
BOULDER, CO 80301-2475
(303) 442-4338

(K. ALBERS - 2607-25A - 3694L.KSA)

EXHIBIT C

OPTION AGREEMENT

between

CITY OF BOULDER,

a Colorado municipal corporation

and

POLLARD FRIENDLY MOTOR CO., a Colorado corporation

dated as of October ___, 2004

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OPTION AGREEMENT

THIS OPTION AGREEMENT ("***Agreement***") is entered into as of October __, 2004 (the "***Effective Date***") between the CITY OF BOULDER, a Colorado municipal corporation (the "***City***") and POLLARD FRIENDLY MOTOR CO., a Colorado corporation whose address is 2360 30th Street, Boulder, Colorado 80301 (the "***Company***").

RECITALS

A. The Company is the owner and operator of an automobile dealership (the "***Pollard Dealership***") and which is commonly known as the Pollard Friendly Motor Co.

B. The City owns certain property located on Pearl Parkway, Boulder, Colorado containing approximately 6.6 acres more specifically described on Exhibit A hereto, which property was previously used by the City as a maintenance facility (the "***Yards Parcel***") and for which the City has agreed to grant to the Company an option to purchase on the terms and conditions contained herein (the "***Option***").

C. The City owns certain additional property located at 30th and Pearl Streets, Boulder, Colorado containing approximately 5.5 acres more specifically described on Exhibit B hereto, which property the City acquired from an affiliate of the Company and which the City has agreed to lease to the Company pursuant to that certain Lease Agreement of even date herewith (the "***Lease***"), a copy of which is attached hereto and incorporated herein, pursuant to which the Company shall use and operate thereon the Pollard automobile dealership, as such property is specifically described in Exhibit B attached hereto (the "***Lease Property***").

D. The City and an affiliate of the Company, Thirtieth and Pearl, LLC, a Colorado limited liability company (the "***LLC***") entered into that certain Contract to Buy and Sell Real Estate dated as of September 15, 2004 (the "***Contract***") pursuant to which the Lease and this Agreement are being executed and delivered.

NOW, THEREFORE, for valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

The defined terms used herein shall have the meaning given such terms in the context in which such terms are parenthetically defined. An index of such defined terms is attached hereto as Appendix I to this Agreement. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning given such terms in the Lease.

ARTICLE II

OPTION TO PURCHASE YARDS PARCEL; CITY'S OBLIGATIONS REGARDING YARDS PARCEL

Section 2.01. GRANT OF OPTION. The City hereby grants to the Company the exclusive, irrevocable right, during the Option Term and subject to the provisions hereof, and option (the "***Option***") to purchase the Yards Parcel on the terms and conditions contained herein.

(a) *Option Price; Credits*. The option price shall be $3,590,000.00 as the same may be adjusted as provided herein (as adjusted, the "***Option Price***"). An amount equal to $9,667.00 of the monthly "Base Rent" payments actually paid by the Company to the City under the terms of the Lease shall be credited as option money credited to the Option Price and, if the Option is exercised and the Yards Parcel is acquired by the Company on the Expiration Date, then the total Base Rent credit to be applied to the Option Price shall be $1,160,000.00, which shall be the maximum credit amount (the "***Maximum Credit Amount***") regardless of whether the Lease term is extended as provided in the Lease. In the event that the Option is not exercised as provided herein, there shall be no sums paid under the Lease refunded to the Company and all such sums shall be deemed non-refundable rental payments under the Lease.

(b) *Option Term*. The option term (the "***Option Term***") shall begin on the Effective Date and shall, unless otherwise terminated as a result of an Event of Default hereunder, expire on the date that is the earlier or later of one of the following (such date the "***Expiration Date***"): (i) a date that the Company terminates the Lease as a result of its election or agreement to relocate to an Alternate Relocation Site pursuant to Section 2.04 of the Lease (an "***Early Termination Date***"); (ii) ten years after the Effective Date, which Expiration Date shall be October _____, 2014 (the "***Original Expiration Date***"); or (iii) a date to which the Original Expiration Date may be extended as provided in Section 2.02 (the "***Extended Expiration Date***").

(c) *Option Exercise; Closing Date*. The Company shall exercise the Option granted hereunder by giving the City written notice of the Company's intent to exercise this Option on or before sixty (60) days prior to the original Expiration Date or the Extended Expiration Date, as the case may be, (the "***Option Exercise Notice***"). The Option Exercise Notice shall confirm a closing (the "***Closing***") on a closing date that shall be a date ninety (90) days after the date of the Option Exercise Notice (the "***Option Closing Date***"). The hour and place of Closing shall be as designated by the Title Company.

(d) *Conditions of Closing on Option Yards Parcel; Title*. Prior to the Closing of the transfer of the Yards Parcel on the Option Closing Date, the City shall prepare the Yards Parcel in accordance with Section 2.03 of this Agreement (the "***City's Closing Requirements***") prior to the Option Closing Date. In the event that the City has not completed the City Closing Requirements on or before the Option Closing Date, then the City shall have the right by delivering written notice to the Company on or before sixty (60) days prior to the Option Closing Date, to extend the

Option Closing Date for a period (as the same may be specified by the City) reasonably necessary to complete the City Closing Requirements not to exceed ten (10) years (such extended date, the "***Extended Option Closing Date***") in order to complete such City Closing Requirements. The Company shall pay to the City the Option Price at Closing, less any adjustments as provided in Section 2.01(a) by certified funds or other immediately available good funds. In the event that the Company exercises the Option, the parties and agree to: (i) standard prorations of all taxes, utilities and assessments, if any which shall be considered final; (ii) to payment of their respective customary closing costs and to share equally and fees for real estate closing services provided by the title company; and (iii) complete all customary or reasonably required documents at or before Closing. The parties further agree that: (i) the Company shall bear all responsibility for payment of documentary fees; and (ii) the Yards Parcel shall be conveyed by special warranty deed, subject only to the Permitted Exceptions. (Statutory form in accordance with CRS § 38-30-115). The Company's exclusive possession of the Yards Parcel will have occurred at Closing. The Yards Parcel shall be subject to all other easements, plats and related matters that the City created on the Yards Parcel with approval of the Company and pursuant to its obligations under the City's Closing Requirements. The Yards Parcel shall be sold free and clear of any mortgage lien and any mechanic's liens. The City shall have the obligation to use its reasonable efforts to rezone the Yards Parcel to accommodate a new and used automobile and truck sales, rental, service and repair business which is currently permitted under the City's IS-D zoning (referred to herein as an "automobile dealership"). Any such rezoning obligation of the City is subject to normal City rezoning processes including, without limitation, City Ordinances, and the normal City notice and City Council approval process. The City shall provide to the Company (at the City's expense) the following in connection with the Yards Parcel:

(i) Title Commitment. (1) City shall obtain and deliver to the Company at Company's expense, on or before fifteen (15) days from the date hereof, a certificate of taxes due on the Real Property, if any, and a current option title insurance commitment (the "Option Title Commitment") together with legible copies of all instruments referred to therein (the "Title Documents") committing to issue a standard A.L.T.A. option title insurance policy issued by the Title Company to Company in the amount of the purchase price insuring good and marketable title in fee simple to the Yards Parcel in Company subject only to: a) current non-delinquent general real property taxes, and b) such easements, rights-of-way, restrictions and other title matters as Company shall deem in its sole discretion not to adversely affect the value of or the Company's intended use of the Yards Parcel. The foregoing items a) and b) are herein referred to as the "Permitted Exceptions". All items listed on the option title commitments shall be deemed to be Permitted Exceptions unless the Company notifies the City as provided in Section 2.01(d)(iii). The option title insurance commitment shall affirmatively provide for the deletion, at Company's sole expense, of all standard printed exceptions of Schedule B-2 thereof. City shall cause the option title insurance policy to be delivered to Buyer as soon as practicable. Within thirty (30) days after the City's receipt of the Option Exercise Notice, the City shall obtain and deliver to the Company a title insurance commitment on the Yards

Parcel, providing for an ALTA Form B 1970 title insurance policy with owner's extended coverage (the "Title Commitment") issued by Land Title Guarantee Company (the "Title Company") showing the status of record title to the Yards Parcel, together with legible copies of all recorded documents referred to in the Title Commitment (the "Title Documents"). The Title Commitment must commit to insure title to the Yards Parcel in the name of the Company or its designee in the full amount of the Option Price, subject only to the Permitted Exceptions. The Title Commitment shall further commit to delete the standard printed exceptions pertaining to: (i) rights of claims of parties in possession not shown by public records; (ii) easements or claims of easements not shown by public record; (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any facts which a correct survey and inspection of the Yards Parcel would disclose and which are not shown by public record; (iv) any lien or right to lien for services, labor or materials theretofore or hereinafter furnished imposed by law and not shown by the public record; (v) effects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of such Title Commitment but prior to the date the proposed insured acquires of record for value the estate covered by the Title Commitment; and (vi) creditors' rights. The City shall cause the title insurance policy to be delivered to the Company as soon as practicable after the Closing. Within thirty (30) days after the City's receipt of the Option Exercise Notice, the City shall obtain and deliver to the Company a title insurance commitment on the Yards Parcel, providing for an ALTA Form B 1970 title insurance policy with owner's extended coverage (the "***Title Commitment***") issued by Land Title Guarantee Company (the "***Title Company***") showing the status of record title to the Yards Parcel, together with legible copies of all recorded documents referred to in the Title Commitment (the "***Title Documents***"). The Title Commitment must commit to insure title to the Yards Parcel in the name of the Company or its designee in the full amount of the Option Price, subject only to the Permitted Exceptions. The Title Commitment shall further commit to delete the standard printed exceptions pertaining to: (i) rights or claims of parties in possession not shown by public records; (ii) easements or claims of easements not shown by public record; (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any facts which a correct survey and inspection of the Yards Parcel would disclose and which are not shown by public record; (iv) any lien or right to lien for services, labor or materials theretofore or hereinafter furnished imposed by law and not shown by the public record; (v) effects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of such Title Commitment but prior to the date the proposed insured acquires of record for value the estate covered by the Title Commitment; and (vi) creditors' rights. The City shall cause the title insurance policy to be delivered to the Company as soon as practicable after the Closing.

(ii) Tax Certificate. Within thirty (30) days after the City's receipt of the Option Exercise Notice, the City shall obtain and deliver to the Company a certificate of taxes due covering the Yards Parcel prepared by the Treasurer of

Boulder County, Colorado, and an updated certificate of taxes due covering the year of the Yards Parcel Closing.

(iii) Defects of Title. The Company shall have the right to object to any defect of title which appears in the Title Documents and which renders title to the Yards Parcel unmerchantable or which makes the Yards Parcel unsuitable for the Company's intended use as an automobile dealership (a "***Defect of Title***"). Any objection to a defect of title must be in writing and must be received by the City no later than twenty (20) Business Days after Company's receipt of all the Title Documents (the "***Title Objection Deadline***"). The Company's failure to provide the City with written notice of an objection to any title matter appearing in a Title Document within the Title Objection Deadline shall be deemed to be a waiver by the Company of any objection it might otherwise have; and all such waived or approved title matters shall become the "***Permitted Exceptions***." Notwithstanding the foregoing, if a defect of title is not revealed in the Title Documents and is discovered by the Company prior to Closing or if any new exceptions to title are added to the Title Commitment by the Title Company, the Company shall have until the earlier of (i) twenty (20) days after the later of (x) the date of the Company's discovery of the Defect of Title or (y) the receipt of an updated, revised Title Commitment showing the new title exception, or (ii) the date of the Closing to provide the City with notice of its objection to the Defect of Title. If the City receives timely written notice from the Company of a Defect of Title, the City shall either (a) correct or cure the Defect of Title, or (b) with the Company's consent, obtain title insurance over the Defect of Title through title policy endorsement or otherwise. If, notwithstanding anything herein to the contrary, the City is unable to cure or insure over a Title Defect shown in the Title Commitment, despite its best efforts to do so, the Company shall have the right to terminate this Agreement and the Lease, *ab initio* and each party shall be released from any further obligations thereunder. If the City elects to cure any defect of title, the Company shall have a period of fifteen (15) days after the City's receipt of the Company's notice of such Defect of Title in which to cure such Defect of Title unless otherwise agreed to by the parties. If the Company elects to terminate this Agreement, neither party shall have any further obligation hereunder. If the Company elects to waive its objection to the Defect of Title, the title matter objected to shall thereafter be considered a "Permitted Exception." Notwithstanding the foregoing to the contrary, any lien, mortgage or monetary encumbrance against the Yards Parcel (other than real property taxes for the year of closing which are not yet due and payable) will not be considered a Permitted Exception and the Yards Parcel will be conveyed to the Company free and clear of any such liens, mortgages or monetary encumbrances and any such amounts shall be paid by the City or shall be paid from the proceeds of the Option Price due to the City at the Closing.

(iv) Possession. Possession of the Yards Parcel shall be delivered to the Company on the Yards Parcel Closing Date.

(v) Survey. An update of the survey.

(e) *"As Is" Sale*. With the exception of the completion of the City Closing Requirements, the City shall convey the Yards Parcel to the Company in an "as is" condition without representation or warranty except that the Yards Parcel shall not be subject to any flood plain, environmental, or other hazard that would preclude development as an automobile dealership.

(f) *Duration of Option Right*. This Option shall terminate automatically on the Expiration Date or Extended Expiration Date. No further documentation shall be deemed necessary to terminate the Company's rights under this Agreement in the event that the Company fails to exercise such Option or in the event that this Agreement is otherwise terminated; provided however, the parties agree to execute any termination documentation deemed reasonably necessary by the City to confirm termination of the rights of the Company under this Agreement.

(g) *No Assignment*. The rights granted to the Company hereunder are personal to the Company and shall not be assignable to any third party without the prior written consent of the City which shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, City consent is hereby given for an assignment of this Agreement to any entity into which the Company merges or is merged and for which the surviving company continues to operate the Lease Property under the Lease as an auto dealership in which the Company has an ownership interest or has a continued role in management activities. The City's consent to any requested Assignment of Interest to (i) an entity formed by the principals or affiliates of the Company for the purpose of owning the Yards Parcel and leasing the same to the Company or (ii) any person or entity who in good faith intends to operate an automobile dealership on the Yards Parcel, shall be conditioned on (A) such party paying the Option Price less the amount of Lease payment credits made by the Company under the Lease, and (B) the Lease shall be terminated upon exercise of the option and the closing thereof. The City shall respond to the Company's request for consent hereunder within thirty (30) days of delivery of a request for the City's approval. Any attempted Assignment of Interest without the City's consent shall be void, and shall constitute a material default and breach of this Agreement without a requirement for notice to the Company under any provision of this Agreement. "Assignment of Interest" within the meaning of this Section 2.01(g) shall include any merger, reorganization, or similar transaction to which the Company's consent is required, the sale or transfer of all or substantially all of the Company's assets or the transfer a controlling interest in the Company's stock or ownership interests. The City shall not assign or delegate its obligations hereunder; provided that the City may assign to a governmental or quasi-governmental entity controlled by the City, such as the Boulder Municipal Property Authority, at the City's election.

(h) *Subordinate Interest*. The interest of the Company under the Option shall not be subordinated to any financing that the City uses to finance the Yards Parcel and any existing financing on the Yards Parcel. Any such financing shall be paid and the lien thereof released as of the applicable Option Closing Date or Extended Option Closing Date.

(i) *City's Obligations for Yards Parcel Environmental Cleanup*. The City has obtained an environmental report for the Yards Parcel (the "***Yards Parcel Environmental Report***") in accordance with the environmental report standards set forth in the Contract. The Yards Parcel Environmental Report evidences that there are environmental matters that require cleanup and remediation. The City shall be solely responsible for the performance and payment for such cleanup and the completion thereof shall be deemed one of the City's Closing Requirements under Section 2.01(d) and Section 2.03. The cleanup shall meet the standard for "clean" as defined in the Yards Parcel Environmental Report (which shall be clean enough for normal commercial construction and uses including, without limitation, an automobile dealership). The City bears the risk that there are unknown or undisclosed conditions on the Yards Parcel that may increase the cost of environmental contamination remediation and cleanup beyond that included in the Yards Parcel Environmental Report and the City bears the risk that the continued use and possession of the Yards Parcel may increase the cost of such cleanup at such time as the City proceeds with the Yards Parcel cleanup. It is the express intent and agreement of the parties that the City shall bear all cleanup responsibilities and costs associated with the ownership and use of the Yards Parcel during the Option Term and until the Closing. The City shall use Freedom Environmental Consultants, Inc., Richard Luce, P.G., 12808 W. 56th Place, Arvada, Colorado 80002-1330 (the "***Environmental Consultant***") or an alternative environmental contractor reasonably acceptable to the Company and experienced in environmental cleanup in the Boulder/Denver Colorado metropolitan areas to perform the environmental remediation and cleanup. Upon completion of the cleanup of the Yards Parcel, the City shall deliver to the Company at the Option Closing Date evidence acceptable to the Company that such Yards Parcel has been "cleaned" to the standard established in the Yards Parcel Environmental Report.

(j) *Survey.* The City shall provide the Company within fifteen (15) days of the date of this Agreement, a ALTA/ACSM Land Title Survey (1999 Standard) at the City's sole cost and expense, for an Urban Class Survey of the Yards Parcel or other survey reasonably acceptable to the Company prepared by a licensed Colorado surveyor, which shall include the items specified below (the "Survey") showing the size and configuration of the Yards Parcel. The Survey shall contain the legal description of the Yards Parcel and shall show the bearings and distances of all boundary lines, all improvements thereon, all easements and other title matters encumbering or appurtenant thereto, the location of all dedicated public rights-of-way adjacent thereto, any encroachments onto or off of the Yards Parcel, the Federal and City flood zone designation, topographic lines and any other matters that would be disclosed by an accurate survey. The Survey shall include the square footage of the Yards Parcel. The Survey shall contain the certification of the surveyor sufficient for deletion of the standard survey exception from the Title Commitment, and shall be certified to the City, its successors and assigns and the Company.

(k) *City Completion Notice*. When the City has performed its obligations with respect to the Yards Parcel under the terms of Sections 2.01(d) and 2.03, the City shall deliver written notice to the Company that the Yards Parcel has been completed (the "***Yards Parcel Completion Notice***"). If such Yards Parcel Completion Notice is

delivered on or after the Original Expiration Date, then the Company shall complete the Closing within ninety (90) days thereafter on the Option Closing Date.

Section 2.02. RIGHT TO EXTEND; EXERCISE OF OPTION AND CONDITIONS. The Company shall have a right to extend the Original Expiration Date in the event that the Lease has been extended in accordance with Section 2.03 of the Lease. The date of such extension hereunder shall not extend beyond the term of the extended Lease and in the event notice of exercise of this Option has not been given previously, this Option shall terminate at any time that the Lease is terminated, for whatever reason.

Section 2.03. CITY'S DEVELOPMENT AND RE-ZONING AND RE-PLATTING OBLIGATIONS FOR THE YARDS PARCEL. On or before the Option Closing Date (or, if applicable, the Extended Option Closing Date), the City shall, at it sole cost and expense, complete the following development and site preparation obligations for the Yards Parcel:

(a) *Subdivision and Zoning of Yards Parcel.* The City agrees, at its expense, to be responsible for subdividing and re-platting the property so that the Yards Parcel is a separate legally subdivided lot containing 6.6 acres in the configuration generally as shown on Exhibit A attached hereto with the south property line being adjusted so that it generally parallels the north curb of Pearl Parkway but which property line shall be three (3) feet back from the curb or otherwise in accordance with City ordinances and generally as shown on the attached Exhibit A. The City shall begin such subdivision and replatting process within one hundred eighty (180) days of the Effective Date and shall use its reasonable best efforts to timely complete such subdivision within the City's normal subdivision guidelines. The City shall deliver to the Company a preliminary subdivision plat showing the boundary lines for the Yards Parcel and showing access to the Yards Parcel as set forth in Section 2.03(c) below when the same is available to the City in distribution form. The Company shall have ten (10) Business Days after delivery thereof by the City to approve such preliminary plat or propose to the City in writing any reasonable changes requested by the Company that would not, in the reasonable discretion of the City, substantially modify the proposed subdivision or the anticipated size of the resulting lots or otherwise materially increase the City's costs in connection with such subdivision of the Yards Parcel. The Company's approval of the proposed subdivision plat shall not be unreasonably withheld or delayed. In the event that the Company fails to timely respond in writing to the preliminary plat proposed by the City for the Yards Parcel, then the preliminary plat shall be deemed approved by the Company. In the event that the proposed replat of the Yards Parcel is approved by the Company, then the City shall proceed to finalize the replat of the Yards Parcel and proceed to complete the on-site and off-site improvements thereto as required in this Section 2.03. The City shall be solely responsible for the subdivision and replatting of the Yards Parcel (such process the "***Yards Parcel Subdivision Process***") and for all costs and expenses incurred in connection therewith; provided, however, the Company shall cooperate with the City in the Yards Parcel Subdivision Process and shall review and comply with the City requirements in order to facilitate the completion of such Yards Parcel Subdivision Process in a timely manner. The zone classification for the Yards Parcel shall be IS-D and shall permit a new and used automobile dealership and

service and repair facility similar to the dealership in existence as of the date of this Agreement and the commercially reasonable evolution thereof, or such other designation as may be expressly approved by the Company. The Company shall be responsible for the site planning process and subsequent development obligations.

(b) *Utility Service*. The City shall, at its expense, be responsible for extending water, natural gas, sanitary sewer, electric, telephone and cable television utility lines ("the utility lines") from their current locations to a new/platted boundary line of the Yards Parcel, in accordance with applicable local laws, including then existing building regulations and fire codes. The City shall be responsible for obtaining or providing any easements as may be necessary for extending the utility lines to the Yards Parcel. The size or capacity of the utility lines shall be adequate to serve the building to be constructed on the Yards Parcel for use as the Pollard Dealership in its present size and capacity. The Company shall be responsible for extending such utility services within the boundaries of the Yards Parcel to the improvements it constructs thereon and for paying all utility connection and tap fees, fees or costs, and other City imposed charges and fees in connection with the extension of such utility services within the Yards Parcel (to the extent such connection and tap fees, and other fees and costs are imposed by the City, generally, for the extension and tapping of its services) to the improvements to be constructed by the Company; provided, however, that if any such payments are made with the Company's prior written agreement, the Company shall promptly reimburse the City for such amounts. The Company will be solely responsible for making arrangements with the applicable utility provider to extend the utility lines within the boundaries of the Yards Parcel and to provide service to meet the particular needs of the improvements to be constructed thereon; provided, however, the City shall be responsible for relocating the existing above-ground high tension power lines from the Yards Parcel to a location off of the Yards Parcel (with the exception of minor encroachments reasonably approved by the Company) and, if successful, will use reasonable efforts to cause to be vacated or otherwise extinguished any easement therefor. The Company shall be responsible for obtaining telephone and cable television lines and service for the Yards Parcel, if applicable.

(c) *Streets*. Access to the Yards Parcel will be provided via access as shown on the plat prepared in connection with the Yards Parcel Subdivision Process (the "***New Plat***"). The City shall be responsible for constructing a new asphalt access road connecting to "Pearl Parkway" as shown on the New Plat (the "***New Street***") on the west boundary of the Yards Parcel. The Company acknowledges that the City intends to dedicate the New Street to the City. The Company shall be solely responsible for constructing all entryways, driveways and streets within the boundaries of the Yards Parcel. All curbs, curb cuts, and sidewalks on or adjacent to the Yards Parcel required by governmental authorities, and the curb and sidewalk adjacent to the New Street shall be the responsibility of the City. Curb cuts shall be a minimum of two on Pearl Parkway, one on Old Pearl Street and one on the New Street. The City shall, at its expense, install a traffic signal at the intersection of Old Pearl Street and Pearl Parkway at such time as the City deems such installation to be required in accordance with its then current traffic volume threshold, traffic safety, zoning and

planning requirements. The City agrees to extend and improve Old Pearl Street to connect with Pearl Parkway.

(d) *Demolition of Improvements; Grading*. The City shall be responsible for demolition of existing improvements on the Yards Parcel and for removal of all debris therefrom. The City shall also be responsible for completion of overlot grading of the Yards Parcel as shown on EDAW Map dated December 5, 2003 "City Yards' Site Sections" as depicted in Exhibit C ("Benched Landform Alternative" attachment marked III) so as to eliminate the remnant flood channel adjacent to Pearl Parkway so that the new grade is the same as described in Exhibit C above (i.e., level all the way from the rear property line at the back to Pearl Parkway with approximately a 1.5% cross fall). Nothing herein shall limit or restrict any grading by the Company after the Closing of the purchase thereof by the Company so long as such grading is properly permitted and is completed in accordance with all existing regulations, ordinances and City requirements.

(e) *Fencing of Site*. The City will construct a security fence which shall be constructed in a commercially reasonable manner and shall include (as a minimum quality standard), a six foot (6') chain link security grade fence with privacy slats inserted thereon. The fence constructed hereunder shall run along the entire north boundary and along the west boundary of the Yards Parcel proximately adjacent to the New Street, with such setbacks as may be required under then current City ordinances. Upon request by the Company, a portion of the fence along the proposed access road may be substituted with landscaping of equal value.

(f) *Prairie Dogs*. The City shall relocate/remove any prairie dog colonies that may exist in accordance with commercially reasonable standards and requirements.

(g) *Cooperation*. The City and the Company shall cooperate with one another in a reasonable manner to the end that the Option Closing Date occurs as contemplated by this Agreement. All approvals required to be obtained by either party pursuant to this Agreement shall be sought in a reasonable manner and acted upon diligently and expeditiously. Whenever the provisions of this Agreement require one party to obtain the other party's approval, such approval shall not be unreasonably withheld, conditioned (other than expressly set forth herein) or delayed. Each party shall use its good faith efforts to satisfy all the conditions to its performance of this Agreement. The Company shall have the sole responsibility to perform all site planning activities (and shall bear all costs therefor) in connection with the site planning and approval process for the construction of an automobile dealership within the boundaries of the Yards Parcel.

(h) *Current Setback and Landscaping Requirements*. The current City setback and landscaping requirements are attached hereto under Exhibit C.

Section 2.04. RIGHT OF CITY TO LOCATE SUBSTITUTE OPTION PROPERTY. The City has the right to identify and locate an alternative relocation site (an

"***Alternative Relocation Site***") for the Pollard Dealership other than the Yards Parcel that meets the requirements contained herein and, upon identification of such Alternative Relocation Site, the Company shall reasonably consider relocation to such Alternative Relocation Site and, in connection therewith, removal and relocation of the Pollard automobile dealership to the Alternative Relocation Site and completion of the required cleanup of the Lease Property in accordance with the Lease and termination of this Agreement after all obligations of the Company are satisfied and the Pollard Dealership has been relocated. The Company shall also have the option of identifying an Alternative Relocation Site and shall have the right to deliver notice of such election to the City and terminate this Agreement, keeping possession of the Lease Property under the terms of the Lease until such relocation has been completed. The following criteria are required to exist for the Company to consider any Alternative Relocation Site: (i) the Alternative Relocation Site property shall be located on a two way traffic street, and preference is deemed to include (but not to require) an intersection that is signalized; (ii) the number of access points (both ingress and egress) shall be reasonably acceptable to the Company; (iii) the Alternative Relocation Site shall be located within the Boulder City limits; (iv) the minimum size of such Alternative Relocation Site shall not be less than six (6) and not more than seven (7) useable acres; (v) all utilities shall be to the Alternative Relocation Site boundaries; (vi) zoning permitting an automobile dealership similar to the proposed Yards Parcel zoning requirements shall be in place or obtainable; (vii) there shall be a minimum average traffic volume of 40,000 vehicles per day past the Alternative Relocation Site (with seven hundred (700) feet of frontage along the road with such traffic volume); (viii) the Company's franchisor shall have the right to accept or approve the Alternative Relocation Site for the sale of automobiles by the Pollard automobile dealership (the Company agrees to use its commercially reasonable efforts to obtain franchisors' approval of a site approved by the Company); and (ix) the acquisition price for such Alternative Relocation Site shall be in an amount that is acceptable to the Company.

Section 2.05. RIGHT OF COMPANY TO TERMINATE AGREEMENT FOR RELOCATION PURPOSES. The Company shall have the right to terminate this Agreement without penalty by prior written notice to the City given one year in advance of the Company's proposed early termination date (such notice the "***Relocation Termination Notice***") in the event that the Company desires to relocate to an Alternate Relocation Site acceptable to the Company other than the Yards Parcel.

ARTICLE III

EVENTS OF DEFAULT

Section 3.01. EVENTS OF DEFAULT. In addition to any other event specified in this Agreement as an event of default, the occurrence of any one or more of the following events during the Option Term (each, individually, an "***Event of Default***" and collectively, "***Events of Default***") shall constitute a breach of this Agreement by the Company and the City may exercise the rights set forth in this Agreement or as otherwise provided at law or in equity:

(i) There is an "Event of Default" by the Company under the terms of the Lease which is not cured within the time frames provided in the Lease.

(ii) The Company shall default in the performance of or compliance with any of the other material covenants, agreements, terms or conditions of this Agreement to be performed by the Company and such default shall continue for a period of thirty (30) days after written notice thereof from the City to the Company, or, in the case of a default which cannot with due diligence be cured within thirty (30) days, the Company fails to commence such cure promptly within such thirty (30) day period and thereafter diligently prosecute such cure to completion within ninety (90) days. Notwithstanding the above, the Company must immediately remedy any default that imminently threatens an injury or harm to any person or property.

(iii) The Company shall become insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time (the "***Code***"); shall have ceased to pay its debts in the ordinary course of business; shall be unable to pay its debts as they become due; shall make a general assignment for the benefit of creditors; shall file, take any action to file, or notify the City that the Company intends to file, a petition, case or proceeding under any section or chapter of the Code, or under any similar law or statute of the United States or any state thereof relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; shall be adjudicated as a bankrupt or insolvent; shall seek to or consent to or acquiesce in the appointment of any receiver, trustee, liquidator or other custodian of the Company or any material part of its properties, whether or not it relates to their interests in this Agreement; or the Company shall notify the City that it anticipates the occurrence of any of the foregoing conditions; or take any other action for the purpose of effecting any of the foregoing clauses.

(iv) Any execution or attachment is issued against the Company or any of its property whereupon its interest in the Yards Parcel shall be taken or occupied or attached, or attempted to be taken or occupied or attached by someone other than the Company, which execution or attachment is not vacated within thirty (30) days thereafter.

Section 3.02. THE CITY'S REMEDIES UPON DEFAULT.

(a) *Termination*. Upon the occurrence of any Event of Default, the City shall have the option to pursue any and all remedies available to the City under the laws of the State of Colorado. In the event of a material uncured Event of Default, the City may give the Company written notice of its election to terminate this Agreement, effective on the date specified therein, whereupon the Company's rights granted hereunder shall cease and this Agreement, except as to the Company's liability determined in accordance with this Agreement, shall be terminated.

(b) *Damages*. In the event this Agreement is terminated in accordance with the provisions of (a) above, the Company shall remain liable to the City for damages in an amount equal to the actual damages accruing to the City.

(c) *Cumulative Remedies*. Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, including, but not limited to, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by the City of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive. All costs incurred by the City in connection with collecting any damages owing by the Company pursuant to the provisions of this Agreement, or to enforce any provision of this Agreement, including reasonable attorney fees from the date such matter is turned over to an attorney, whether or not one or more actions are commenced by the City, shall also be paid by the Company to the City.

(i) *Miscellaneous*. After an Event of Default by the Company, this Agreement shall continue in effect for so long as the City does not terminate it, and the City may enforce all its rights and remedies under this Agreement

Section 3.03. BANKRUPTCY.

(a) In the event that the Company shall become or be adjudicated bankrupt or insolvent, or if the Company shall file or acquiesce in a petition in any court in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, or if the Company shall make an assignment or other conveyance in trust for the benefit of its creditors, or if any execution or attachment shall be issued against the Company and such execution or attachment shall not be dismissed, vacated, discharged or bonded within sixty (60) days after issuance of same, or if a receiver or Trustee shall be appointed for the Company and such receivership be not discharged within twenty (20) days from the date of such appointment, then upon the happening of any of said events, the term hereby demised shall, at the option of the City, cease and determine, it being expressly agreed that the covenant hereinafter contained against the assignment of this Agreement shall cover the case of the assignment of this Agreement by operation of law as well as the assignment of this Agreement by a voluntary act of the Company.

(b) If this Agreement shall be so canceled and terminated, neither the Company nor any person claiming through or under the Company by virtue of any statute or order of any court shall be entitled to exercise rights under this Agreement. In no event, without the written approval of the City, which approval may be granted or withheld at its sole discretion, shall this Agreement be or be considered an asset of the Company's estate in bankruptcy or insolvency, or any receiver or trustee (hereafter referred to as a "***Trustee***") with respect thereto.

(c) To the extent that the City's right to cancel this Agreement in accordance with the provisions of this Agreement is invalid or unenforceable under the

Bankruptcy Reform Act of 1978 (the "***Act***"), as the same may be amended from time to time, or any other statute or rule of law, then the following provisions shall apply, to the extent valid and enforceable:

(d) If there has been a default by the Company under any provision of this Agreement, the Trustee may not assume this Agreement, unless, at the time of assumption of this Agreement, the Trustee:

(i) cures, or provides adequate assurance (to the City's reasonable satisfaction) that the Trustee will promptly cure such default; and

(ii) provides adequate assurance (to the City's reasonable satisfaction) of future performance under this Agreement, which shall include, without limitation, adequate assurance.

(e) If this Agreement is terminated under the provisions of this Section 3.03 or by reason of rejection by the Trustee, the City shall be entitled to the recovery of damages, and such other remedies, as are provided for herein. The foregoing sentence shall not, however, limit or prejudice the right of the City to petition for and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or arrangement proceeding an amount equal to the maximum allowed by the Act or any other statute or rule of law governing such proceedings and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the damages referred to in the preceding sentence.

Section 3.04. A CITY DEFAULT. If the Company believes that the City is in default of any of the City's obligations hereunder, the Company shall give the City written notice of default. If the City does not cure such default or begin to cure such default within thirty (30) days after receipt of such notice (which, if the City has begun curative measures within such 30 days, the City shall have a reasonable time to complete such measures), or, if the default cannot reasonably be cured within a thirty (30) day period or if the City has not begun to take curative action or is not diligently pursuing completion of such curative action, then the Company may, as its sole remedy for such default, bring an action for specific performance, damages, or both. In the event the City defaults in meeting any of the City's Closing Requirements and has failed to cure all such defaults within twenty (20) years from the effective date hereof, Company shall, in addition to any other remedies, be entitled to holdover and occupy the Lease Property on a month-to month basis subject to all of the then-existing lease terms, including rent, until the City's Closing Requirements are met.

Section 3.05. LEGAL EXPENSES. In the event that either party hereto shall bring legal action against the other party to enforce the provisions of this Agreement, then the prevailing party shall be entitled to reimbursement from the other party for all costs and expenses thus incurred, including reasonable attorneys' fees.

ARTICLE IV

MISCELLANEOUS

Section 4.01. WAIVER. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. No waiver shall be deemed to have been given except if same be in writing.

Section 4.02. ACCORD AND SATISFACTION. No payment by the Company or receipt by the City of a lesser amount than is due to the City as herein stipulated shall be deemed to be other than on account of the amounts due, nor shall any endorsement or statement on any check or any letter which may accompany any check or payment be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City's right to recover the balance of such amounts due or pursue any other remedy in this Agreement provided.

Section 4.03. ENTIRE AGREEMENT. This Agreement, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the City and the Company concerning the Yards Parcel and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or the Company unless reduced to writing and signed by them.

Section 4.04. NO PARTNERSHIP. The City does not, in any way or for any purpose, become a partner of the Company in the conduct of the Company's business or otherwise, or a joint venturer or a member of a joint enterprise with the Company.

Section 4.05. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay ("***Force Majeure Delay***").

Section 4.06. NOTICES. Any and all notices required or which either party herein may desire to give to the other (each, a "***Notice***") shall be made in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier, such as Federal Express or Airborne Express, or by personal service, or by electronic facsimile with proof of receipt, and shall be deemed to be given on the third business day after the date of posting in a United States Post Office or branch post office or one day after delivery to the overnight courier, or upon effecting personal service or delivery by facsimile, and shall be delivered to the City and the Company as follows:

to the Company:	James M. Pollard, Jr. Pollard Friendly Motor Co. 2360 30th Street Boulder, Colorado 80301
with a copy to:	Joseph C. French, Esq. French & Stone, P.C. 720 Pearl Street Boulder, Colorado 80302
to the City:	Attention Boulder City Attorney City of Boulder P.O. Box 791 Boulder, CO 80306
with a copy to:	City Manager City of Boulder P.O. Box 791 Boulder, CO 80306

Either party may, by notice as aforesaid actually received, designate a different address or addresses for communications intended for it.

Section 4.07. CAPTIONS AND SECTION NUMBERS. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Agreement, nor in any way affect this Agreement.

Section 4.08. GOVERNING LAW, PARTIAL INVALIDITY. This Agreement shall be construed and governed by the laws of Colorado. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under the laws of the said State, or otherwise, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 4.09. REPRESENTATION OF PARTIES. The parties hereto represent and warrant to each other that neither has been represented by any broker in connection with the negotiation and/or execution of this Agreement except Don Walker, licensed Real Estate Broker who represents the Company and that, except for the agreement between Company and Walker, there are no claims for brokerage commissions or finder's fees. Each of the parties hereto agrees to indemnify and hold harmless the other party against and from all liabilities arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

Section 4.10. RECORDING. Upon either the City's request or the Company's request, the parties agree to execute and acknowledge a memorandum of option in recordable form,

indicating the names and addresses of the City and the Company, a description of the Property subject to this Option and other material terms of this Agreement. .

Section 4.11. NO CITY LIABILITY; SUBJECT TO APPROPRIATION. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE CITY COUNCIL AND DULY EXECUTED. In no event shall the City be liable to the Company for any amounts or obligations to undertake any actions unless the obligation to make such payments therefor has been approved by the Boulder City Council. All financial obligations of the City hereunder are subject to appropriation, provided that while such failure to make such appropriation shall not be a default hereunder, the failure by the City to comply with any obligations (including payment obligations hereunder) shall give the Company all rights it would have in the event of a default by the City under this Agreement. Notwithstanding anything to the contrary provided in this Agreement, neither any council member, manager, City attorney or their successors, assigns or agents shall have any personal liability with respect to any provisions of this Agreement.

Section 4.12. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstances shall be declared by a judicial body to be illegal, invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and all other terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 4.13. INTERPRETATION.

(a) Whenever in this Agreement any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of a covenant.

(b) All pronouns and any variances thereof shall be deemed to refer to the neuter, masculine, feminine, singular or plural, when the context requires.

(c) No remedy or election given pursuant to any provision in this Agreement shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies at law or in equity as otherwise specifically provided herein.

(d) If, and to the extent that, any of the provisions of any amendment, modification or rider to this Agreement conflict or are otherwise inconsistent with any of the preceding provisions of this Agreement, whether or not such inconsistency is expressly noted in such amendment, modification or rider, the provisions of such amendment, modification or rider shall prevail.

(e) The parties mutually agree that the headings and captions contained in this Agreement are inserted for convenience of reference only.

(f) This Agreement shall be construed in accordance with the laws of Colorado.

(g) The City and the Company each acknowledge and warrant that it has been represented by independent counsel and has executed this Agreement after being fully advised by said counsel as to its effect and significance. This Agreement is the result of negotiations between the parties and their respective attorneys and no provision shall be construed against a party solely on the basis of authorship.

Section 4.14. FURTHER ASSURANCES. The parties agree to execute and deliver such other and additional documents and assurances as may be deemed reasonably necessary to implement the terms of this Agreement.

Section 4.15. TIME OF THE ESSENCE; BUSINESS DAYS. Time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement, and the failure to timely perform any of the terms, conditions, obligations or provisions hereunder by either party shall constitute a breach of and a default under this Agreement by the party so failing to perform. In calculating any period of time provided for in this Agreement, the number of days allowed shall refer to calendar and not Business Days unless otherwise specified. If any day scheduled for performance of any obligation hereunder shall occur on a day that is not a week day or a day on which the Boulder City offices are open for business (a "***Business Day***"), the time period allowed and day for performance shall be continued to the next Business Day.

Section 4.16. SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties, and if there shall be more than one party hereto as the Company, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of the Company unless the assignment to such assignee has been approved by the City in writing as provided in Section 2.01(g) hereof.

[SIGNATURE PAGE FOLLOWS]

DATED this _____ day of October, 2004.

CITY OF BOULDER

By _____
Frank W. Bruno, City Manager

Date: _____, 2004

Attest:

By _____
_____, City Clerk on behalf
of the Director of Finance and Record

Approved as to form:

By _____
_____, City Attorney

POLLARD FRIENDLY MOTOR CO., a
Colorado corporation
By _____
Name _____
Title _____

Date: _____, 2004

APPENDIX I
INDEX OF DEFINED TERMS

Act	Section 3.03(c)
Agreement	Introduction Paragraph
Alternative Relocation Site	Section 2.04
Business Day	Section 4.15
City	Introduction Paragraph
City's Closing Requirements	Section 2.01(d)
Closing	Section 2.01(c)
Code	Section 3.01(iii)
Company	Introduction Paragraph
Contract	Recital D
Defect of Title	Section 2.01(d)(iii)
Early Termination Date	Section 2.01(b)
Effective Date	Introduction Paragraph
Environmental Consultant	Section 2.01(i)
Event of Default	Section 3.01
Events of Default	Section 3.01
Expiration Date	Section 2.01(b)
Extended Expiration Date	Section 2.01(b), 2.02
Extended Option Closing Date	Section 2.01(d)
Force Majeure Delay	Section 4.05
Lease	Recital C
Lease Property	Recital C
LLC	Recital D
Maximum Credit Amount	Section 2.01(a)
New Plat	Section 2.03(c)
New Street	Section 2.03(c)
Notice	Section 4.06
Option	Recital B
Option	Section 2.01
Option Closing Date	Section 2.01(c)
Option Exercise Notice	Section 2.01(c)
Option Price	Section 2.01(a)
Option Term	Section 2.01(b)
Original Expiration Date	Section 2.01(b)
Permitted Exceptions	Section 2.01(d)(iii)
Pollard Dealership	Recital A
Relocation Termination Notice	Section 2.05
Title Commitment	Section 2.01(d)(i)
Title Company	Section 2.01(d)(i)
Title Documents	Section 2.01(d)(i)
Title Objection Deadline	Section 2.01(d)(iii)
Trustee	Section 3.03(b)
Yards Parcel	Recital B

Yards Parcel Completion Notice ..... Section 2.01(k)
Yards Parcel Environmental Report ..... Section 2.01(i)
Yards Parcel Subdivision Process..... Section 2.03(a)

EXHIBIT A

LEASE PROPERTY

EXHIBIT B

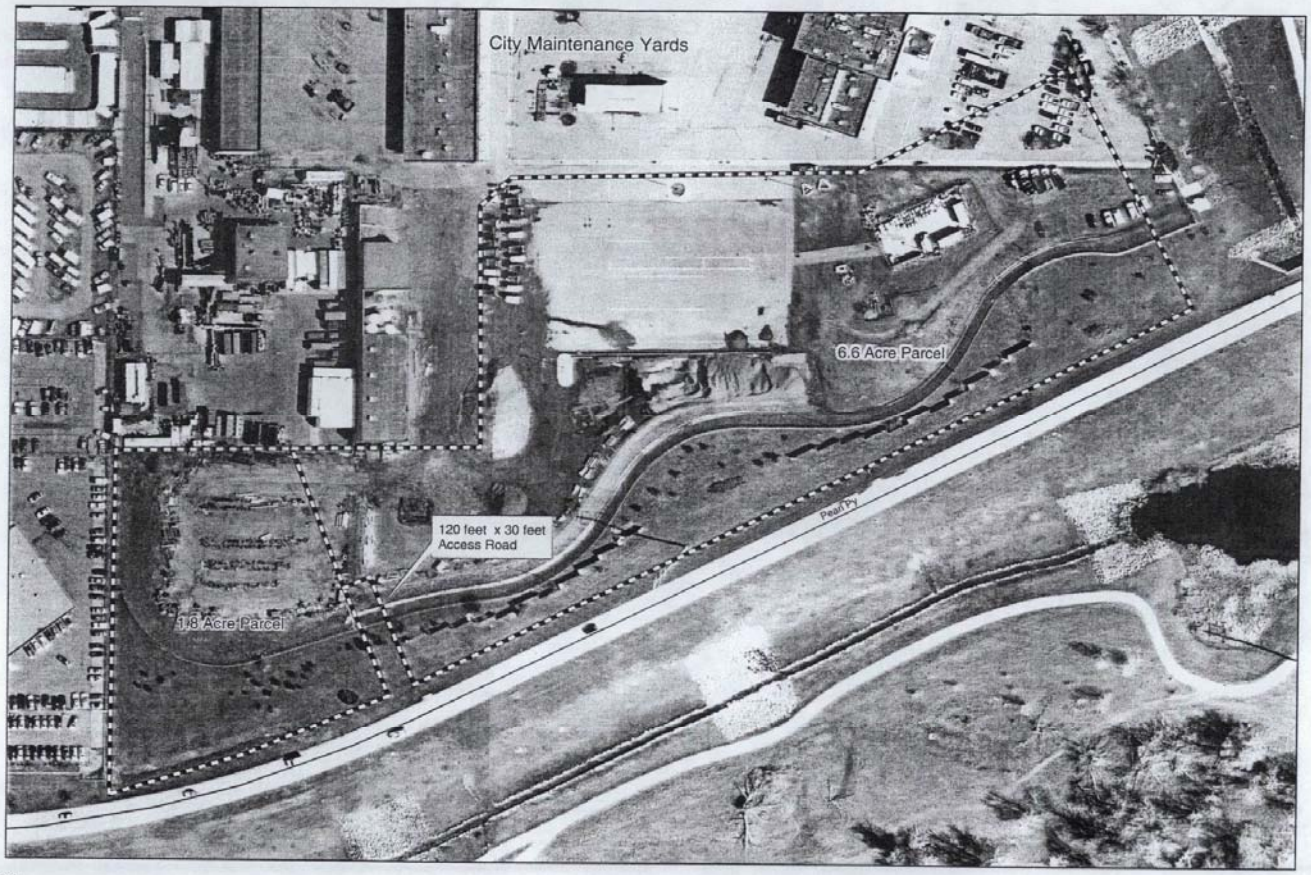
YARDS PARCEL

EXHIBIT C

BENCHED LANDFORM ALTERNATIVE

Exhibit A

6.6 Acre Parcel



June 1, 2004

1 inch equals 100 feet

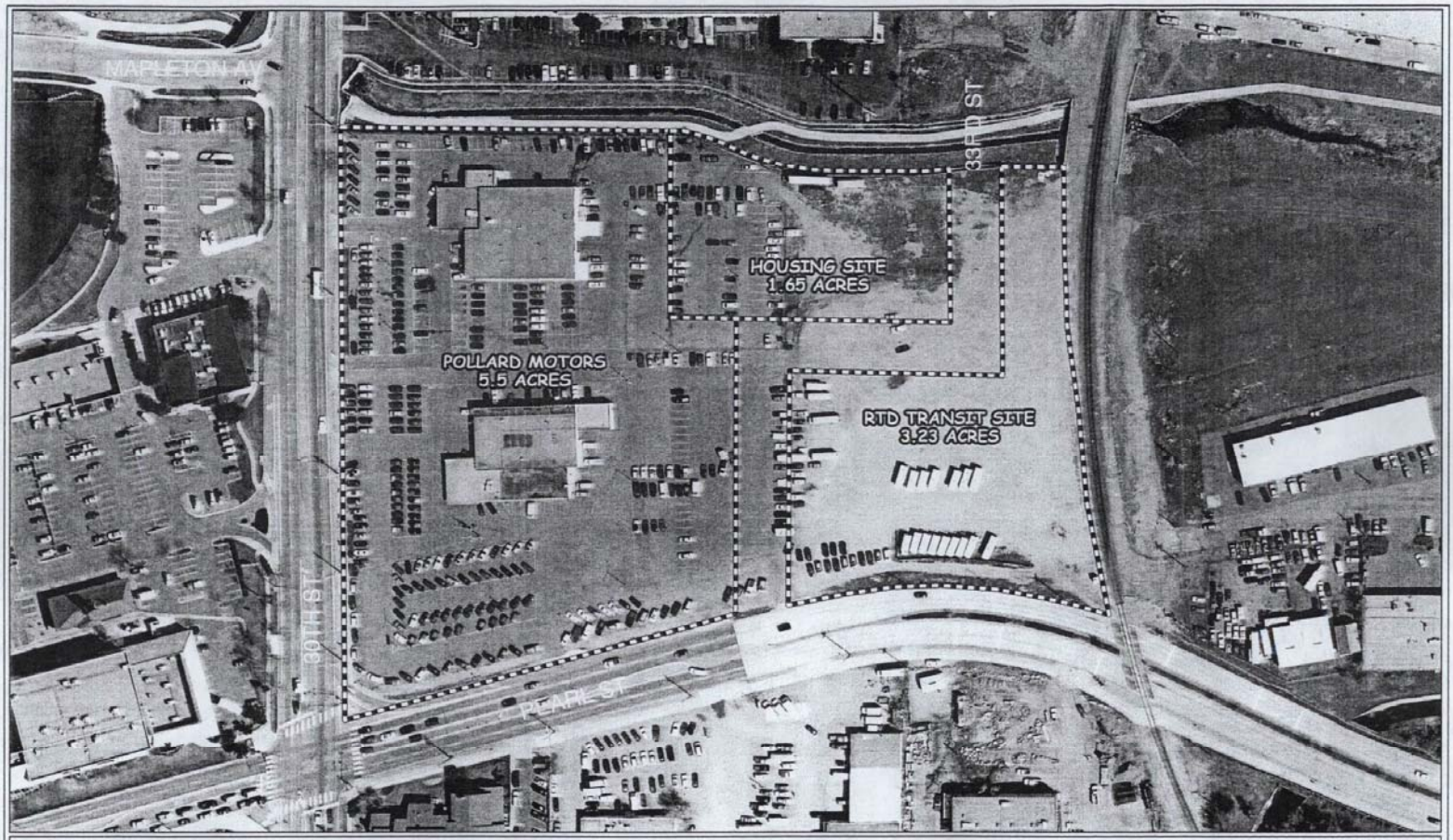


Exhibit B Lease Property

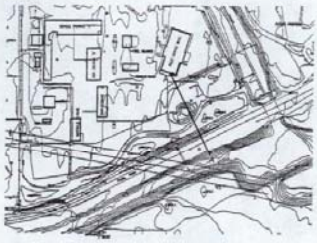
1 inch equals 100 feet

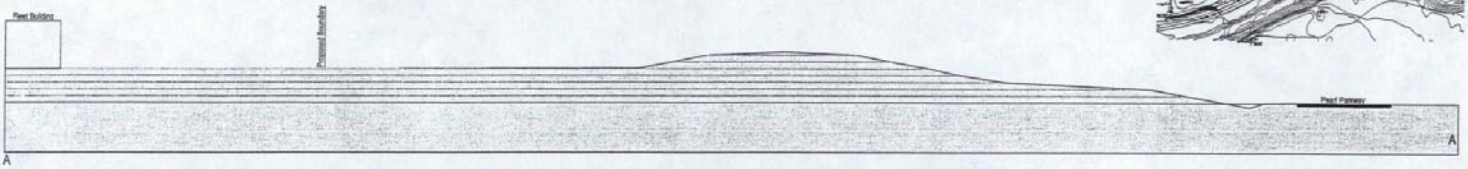
0 50 100 200 Feet

City of Boulder

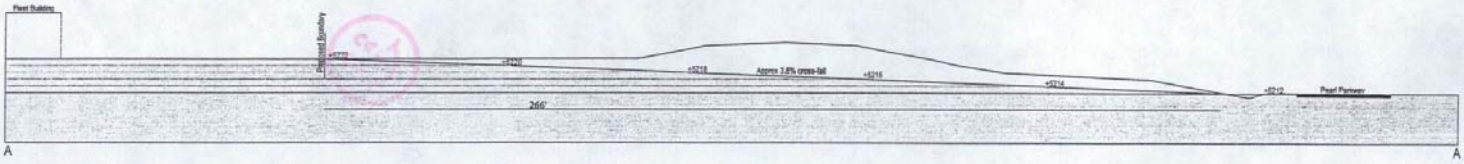
EXHIBIT C

Key Plan

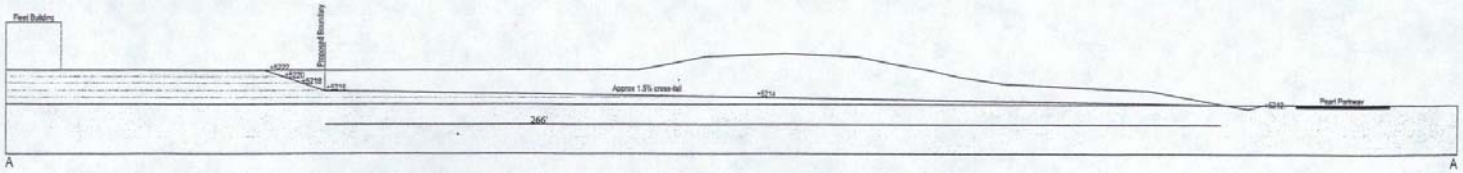




Section A.A.: Existing Landform (2' contour intervals)



Section A. A.: Sloped Landform Alternative (2' contour intervals)



Section A. A.: Benched Landform Alternative (2' contour intervals)

EDAW

05 December 2003

Boulder City Yards

City Yards Site Sections


APR 2 8 2005

First Amendment to the
Lease Agreement Between

CITY OF BOULDER,
a Colorado municipal corporation

and

POLLARD FRIENDLY MOTOR CO.,
a Colorado Corporation

Dated October 14, 2004

This Lease Agreement Amendment ("Agreement Amendment") effective as of February 1, 2013 between the City of Boulder, a Colorado municipal corporation (the "City") and Pollard Friendly Motor Co., a Colorado corporation, whose address is 2360 30th Street, Boulder Colorado, 80301 (the "Company").

RECITALS

A. The City, the Boulder Municipal Property Authority ("BMPA") and the Regional Transportation District ("RTD") (together, referred to as the "Purchasers") jointly purchased the property on which the Company leased premises in 2004 from the Thirtieth and Pearl, LLC, a Colorado limited liability company.

B. Concurrent with the purchase, the City leased a 5.5 acre portion of the property to the Company pursuant to the Lease Agreement dated October 14, 2004 (the "Pollard Lease"). A metes and bounds legal description is attached to the Pollard Lease.

C. The Purchasers subdivided the property as evidenced by the Boulder Transit Village Subdivision and the plat was recorded on May 26, 2006 at Rec #2779355 (see Attachment A). The leased premises is specifically described on the plat as Lot 1 (the "Leased Premises").

D. As part of the agreement among the Purchasers, the Purchasers anticipated a reallocation of the property when the property was prepared for development.

E. The City and RTD have completed the reallocation of the property and intend to subdivide the property in a manner that will accommodate the development of the property that is east of the Company's Leased Premises.

F. The City and RTD intend to replat the property and reconfigure the property to permit the development of the Mixed Use Development called "Boulder Junction." This phase of the redevelopment of the property is anticipated to include an RTD bus facility, housing, parking, a hotel, public streets, and other uses. The Purchasers are in the process of replatting the property. A draft copy of the replat, titled, "Boulder Transit Village Subdivision Replat A" is attached to this Agreement Amendment as Attachment B.

G. As a result of the development configuration, a portion of Boulder Junction right of way will encroach onto the Leased Premises.

H. The Pollard Lease, Section 5.6 provides that the City may grant easements, licenses or other rights of use on, over, under and above within or upon the Premises for such purposes so long as such grant does not materially interfere with the use and operation of the premises by the Company for the Pollard Automobile Dealership.

I. This Agreement Amendment is intended to document the terms of the Company's approval of the grant of a portion of the Leased Premises as public right of way and conditions of such approval.

COVENANTS AND AGREEMENTS

NOW, THEREFORE, for valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties agree to amend the Leased Premises to exclude the property shown on Attachment C as the excluded area (the "Excluded Area").

2. If construction of the improvements included in the Excluded Area occurs during the Lease Term, the City agrees that prior to any work within the Excluded Area:

a. The City will place requirements in the Subdivision Agreement for the subdivision, that the Subdivider require any of its contractors, employees, agents and subcontractors that work in the Excluded Area will meet the standards of this section of the Agreement Amendment.

b. Subdivider will coordinate construction activities with Pollard Automobile Dealership to ensure that the construction activities will have minimal negative impacts on the day-to-day operations of the Pollard Automobile Dealership.

The City and the Subdivider will provide contact information, including email addresses and phone numbers for the representatives that will represent its interests.

c. Subdivider will provide and pay for all labor, materials, equipment, tools, construction equipment, machinery, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work within the Excluded Area. All labor shall be performed in a workman-like manner by persons skilled in their respective trades. The Subdivider will make reasonable efforts to effect delivery of all materials at such times and in such quantities as will insure the prompt and uninterrupted progress of the work. The Subdivider will enforce strict discipline and good order among its employees and will not employ on the project any person who is unfit or not skilled in the task assigned to him.

3. The parties agree that the remainder of the Lease Property will not be used during the construction of activities associated with the construction of Junction Place, including the parking of construction vehicles, storage of equipment or the stock piling of materials.

4. The Pearl Street access that is anticipated in Section 5.08 of the Pollard Lease will be provided by an access off of Junction Place in a location that is shown on Attachment C. The City will require the Subdivider to provide an entry point off of Junction Place in the general location of Spruce Street, extended as shown on page 41 of the Transit Village Area Plan (Sep., 2007). The access point is located in the south of the existing Pollard Automobile Dealership show room, parts, and service building.

5. Additionally, the parties agree that in the event the City of Boulder and/or the Subdivider and/or any of its contractors, employees, agents or subcontractors conduct their activities in such a manner as to so materially interfere with the use and the operation of the premises by the Company for the Pollard Automobile Dealership, Pollard shall have the right to seek immediate injunctive relief and/or damages not to exceed $15,000.00, together with attorney's fees and costs, and/or any other remedies afforded Pollard by statute or common law.

6. The City intends to minimize disruptions and inconveniences that are caused by the construction activities that will be necessitated by the by the construction of public infrastructure associated with the development of Lot 1 and 2 of the proposed Boulder Transit Village Subdivision Replat A, as shown on Attachment B, as well as the Pearl Parkway Transportation Improvement Project. Such construction activities may cause some interference with the use and operation of the Leased Premises by the Company for the Pollard Automobile Dealership. The City agrees that it will make reasonable and good faith efforts to coordinate and complete construction activities so as to prevent any material interference with the use and operation of the Leased Premises by the Company for the Pollard Automobile Dealership. The Company agrees that it will make reasonable and good faith efforts to coordinate and work with the City in an effort to insure that any construction activity that may interfere with use

and operation of the Leased Premises by the Company for the Pollard Automobile Dealership will not rise to a material interference as anticipated in Paragraph 5 of this Agreement Amendment.

7. The parties agree to meet, as needed, to coordinate work efforts that may impact the use and operation of the Leased Premises by the Company for the Pollard Automobile Dealership. The purpose of such meetings will be for the scheduling and coordination of work with the intention of minimizing or mitigating the effects of the work on the use and to prevent any material interference, as contemplated in Paragraph 5 of this Agreement Amendment, to operation of the Lease Premises by the Company for the Pollard Automobile Dealership.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year first above written.

CITY OF BOULDER,
a Colorado municipal corporation

By: Jane S Brautigam
Jane Brautigam, City Manager

ATTEST:

By: Lynette Beck-Pinos
City Clerk

APPROVED AS TO FORM:

By:
City Attorney 1-9-2013

POLLARD FRIENDLY MOTOR CO.,
a Colorado corporation

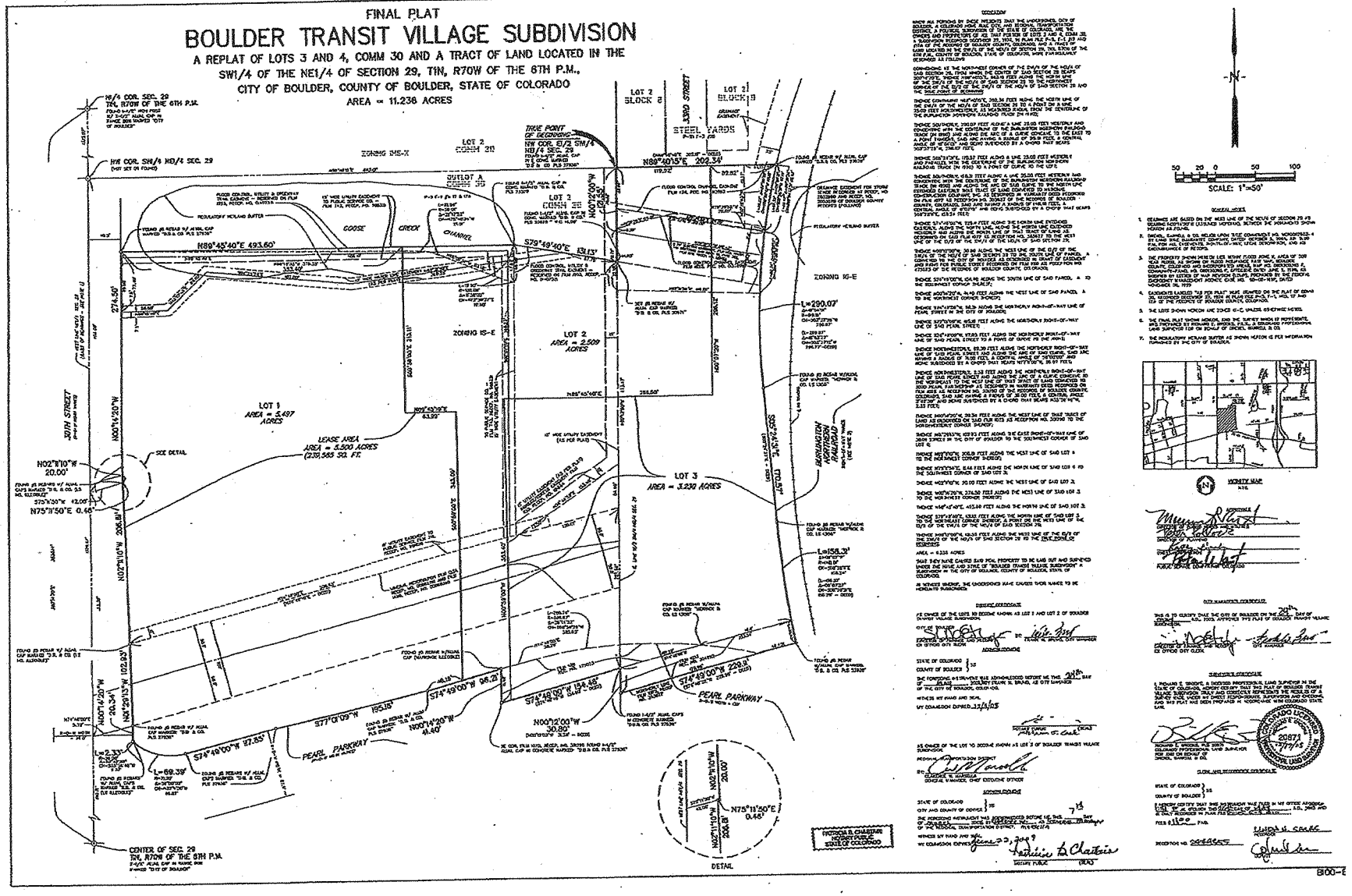
By: James M Pollard Jr 1/17/13
James M. Pollard, Jr., President

By: Dayle B. Pollard 1/17/13
Secretary

Attachments

Attachment A Boulder Transit Village Subdivision Final Plat
Attachment B Boulder Transit Village Subdivision Replat A
Attachment C Area of Amended Leased Premises/Depiction of "Excluded Area"

ATTACHMENT A



ATTACHMENT B

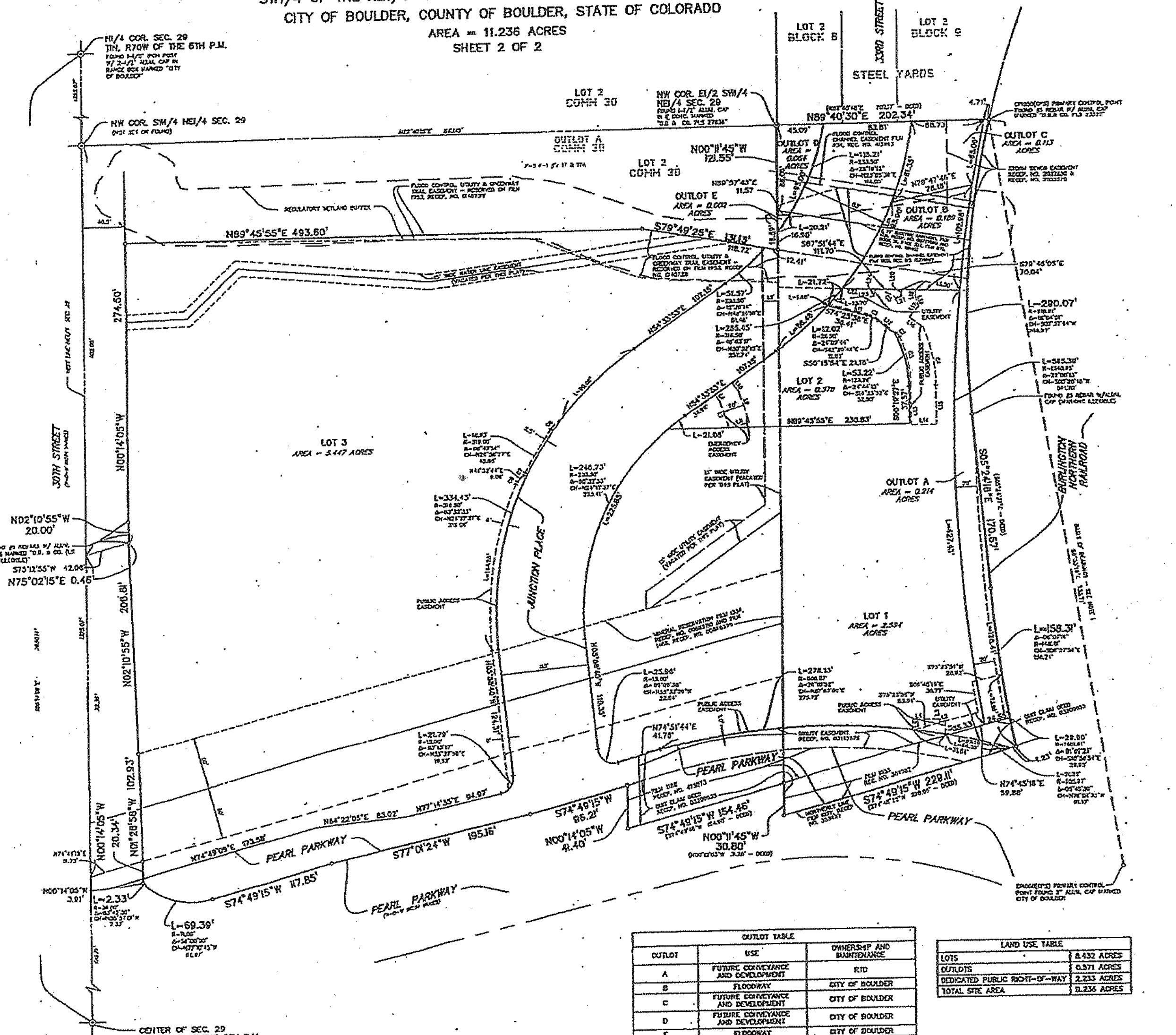
FINAL PLAT

BOULDER TRANSIT VILLAGE SUBDIVISION REPLAT A

A REPLAT OF LOTS 1, 2 AND 3, BOULDER TRANSIT VILLAGE SUBDIVISION, LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO

AREA = 11.236 ACRES

SHEET 2 OF 2



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	13.50'	N00°19'27"W
L2	5.46'	S75°06'11"W
L3	3.23'	N00°19'45"W
L4	21.91'	S89°33'45"W
L5	10.05'	S00°15'27"E
L6	7.53'	S35°26'07"E
L7	29.24'	S18°12'34"E
L8	20.00'	N71°47'26"E
L9	32.27'	N18°12'34"W
L10	10.56'	N35°26'07"W
L11	37.65'	S74°25'38"E
L12	21.32'	S50°15'54"E
L13	36.65'	S00°19'27"E
L14	24.00'	N89°40'33"E
L15	36.65'	N00°19'27"W
L16	16.54'	N50°15'54"W
L17	13.71'	N39°44'06"E
L18	10.31'	N17°02'55"W
L19	6.46'	N33°37'13"E
L20	7.05'	S33°37'13"W
L21	4.76'	S69°22'50"W
L22	34.93'	N57°51'44"W
L23	38.47'	S86°47'21"W
L24	7.39'	S13°27'31"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	12.65'	30.00'	24°09'44"	S52°20'46"E	12.56'
C2	5.27'	12.00'	25°10'45"	S37°40'32"E	5.23'
C3	49.45'	120.02'	23°36'17"	S12°07'36"E	49.10'
C4	58.51'	144.02'	23°16'33"	N11°57'44"W	58.11'
C5	19.06'	56.50'	19°20'55"	N50°56'22"W	18.99'
C6	2.91'	9.00'	18°30'07"	N32°17'41"E	2.89'
C7	2.51'	9.00'	15°59'55"	N33°22'47"E	2.50'
C8	16.03'	44.00'	20°52'36"	N44°46'23"E	15.94'

OUTLOT TABLE		
OUTLOT	USE	OWNERSHIP AND MAINTENANCE
A	FUTURE CONVEYANCE AND DEVELOPMENT	RTD
B	FLOODWAY	CITY OF BOULDER
C	FUTURE CONVEYANCE AND DEVELOPMENT	CITY OF BOULDER
D	FUTURE CONVEYANCE AND DEVELOPMENT	CITY OF BOULDER
E	FLOODWAY	CITY OF BOULDER

LAND USE TABLE	
LOTS	8.432 ACRES
OUTLOTS	0.571 ACRES
DEDICATED PUBLIC RIGHT-OF-WAY	2.233 ACRES
TOTAL SITE AREA	11.236 ACRES

B101-58A

Attachment C – Sheet 1
Area of Amended Leased Premises

A PARCEL OF LAND BEING A PORTION OF LOT 1, BOULDER TRANSIT VILLAGE SUBDIVISION (RCPTN #2779355), LOCATED IN THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M, CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO.
SHEET 1 OF 2

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOT 1, BOULDER TRANSIT VILLAGE SUBDIVISION, LOCATED IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO, THE PLAT OF WHICH IS RECORDED AS RECEPTION NO. 2779355, PLANFILE P–65, F–3, #10 OF THE BOULDER COUNTY RECORDS, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1;
THENCE S 00°14'05" E, 41.86 FEET ALONG THE WEST LINE OF SAID LOT 1, SAID WEST LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION, TO THE *POINT OF BEGINNING:*
THENCE DEPARTING SAID WEST LINE N 89°45'55" E, 12.28 FEET TO A POINT OF CURVATURE;
THENCE 39.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 22°44'35", AND A CHORD THAT BEARS
N 78°23'38" E, 39.43 FEET;
THENCE N 67°01'20" E, 15.52 FEET TO A POINT OF CURVATURE;
THENCE 41.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 23°52'48", AND A CHORD THAT BEARS N 78°57'44" E, 41.38 FEET;
THENCE S 89°05'52" E, 120.44 FEET;
THENCE N 45°10'17" E, 21.41 FEET;
THENCE N 89°45'55" E, 83.90 FEET;
THENCE S 00°14'05" E, 298.62 FEET;
THENCE N 89°45'55" E, 14.53 FEET;
THENCE S 39°46'57" E, 14.95 FEET TO A NON–TANGENT POINT OF CURVATURE;
THENCE 90.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 322.50 FEET, A CENTRAL ANGLE OF 16°07'13", AND A CHORD THAT BEARS S 02°05'23" W, 90.44 FEET;
THENCE S 05°58'40" E, 136.35 FEET TO A NON–TANGENT POINT OF CURVATURE;
THENCE 7.88 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 30°05'29", AND A CHORD THAT BEARS S 62°11'53" W, 7.79 FEET;
THENCE S 77°14'35" W, 94.97 FEET;
THENCE S 84°22'05" W, 83.02 FEET;
THENCE S 74°49'09" W, 135.32 FEET TO A POINT OF CURVATURE;
THENCE 54.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT TO A POINT ON THE WEST LINE OF LOT 1 OF SAID BOULDER TRANSIT VILLAGE SUBDIVISION, SAID CURVE HAVING A RADIUS OF 29.63 FEET, A CENTRAL ANGLE OF 105°02'19", AND A CHORD THAT BEARS N 53°00'43" W, 47.02 FEET;
THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1 THE FOLLOWING COURSES:
– N 01°28'58" W, 81.05 FEET;
– N 02°10'55" W, 206.81 FEET;
– N 75°12'05" E, 0.46 FEET;
– N 02°10'55" W, 20.00 FEET;
– N 00°14'05" W, 232.64 FEET TO THE *POINT OF BEGINNING.*

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4.298 ACRES, MORE OR LESS.

NOTE: UPON SUBTRACTING THE AREA ENCUMBERED BY THE PRESENCE OF UTILITY CABINETS ALONG THE WEST SIDE OF THE ABOVE DESCRIBED PARCEL (SHOWN ON SHEET 2 HEREIN), THE RESULTING AMENDED LEASE AREA IS 4.279 ACRES. MORE OR LESS.

COLORADO REGISTERED JASON A. EMERY 20134 1/03/13 PROFESSIONAL LAND SURVEYOR

NOTE:
THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY OR TITLE SEARCH PERFORMED BY BOULDER LAND CONSULTANTS, INC. THERE MAY EXIST EASEMENTS AND/OR OTHER ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.

THIS MAP WAS PREPARED BY

BOULDER LAND CONSULTANTS, INC.
5690 VALMONT RD. BOULDER, CO 80301
(303) 443–3816
www.BLCsurveyors.com

PROJECT #105COB11
"10511LDF–lease.DWG"

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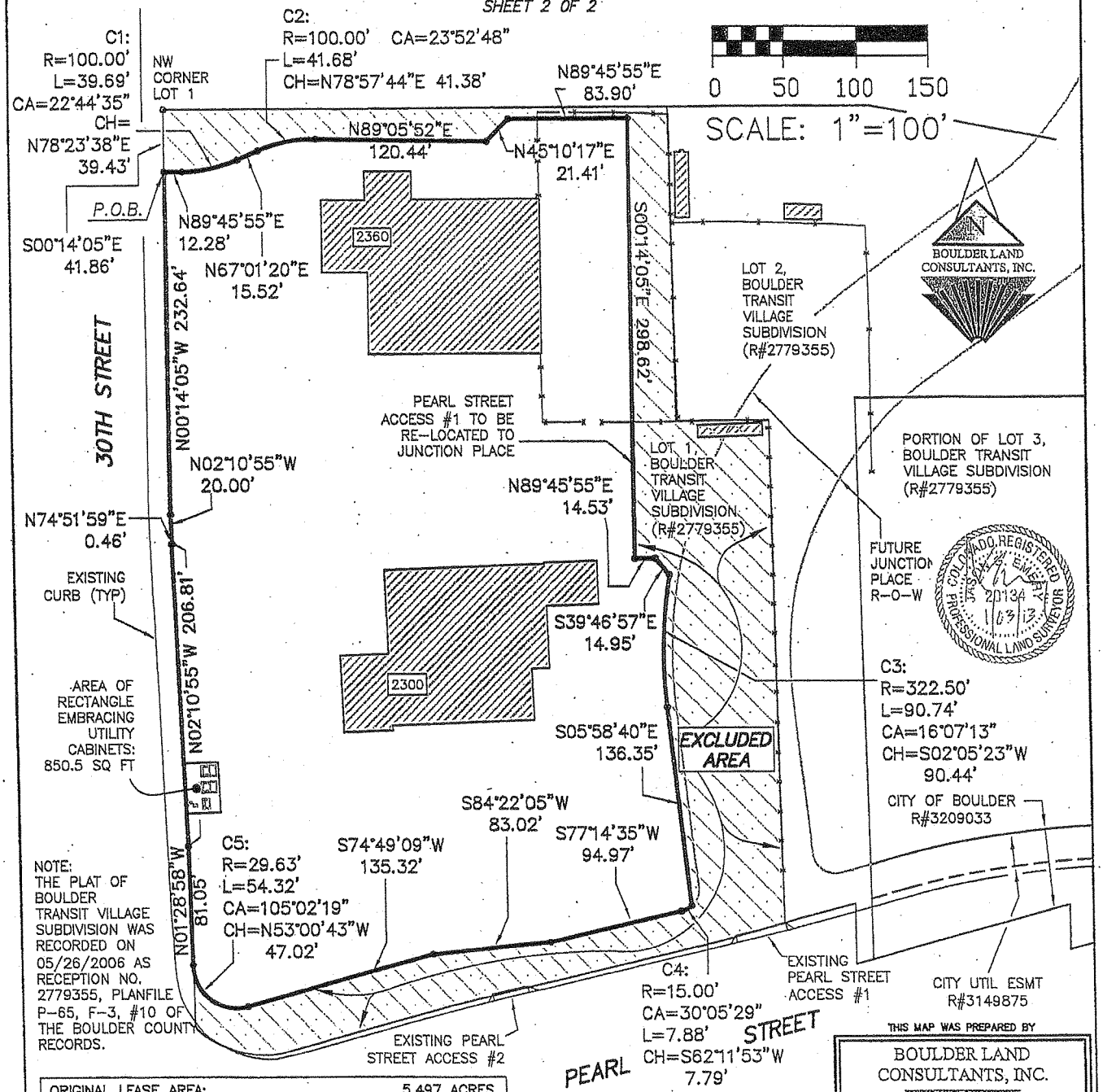
DATE: 01/03/2013

Attachment C – Sheet 2:

Area of Amended Leased Premises and Depiction of "Excluded Area"

A PARCEL OF LAND BEING A PORTION OF LOT 1, BOULDER TRANSIT VILLAGE SUBDIVISION (RCPTN #2779355), LOCATED IN THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO.

SHEET 2 OF 2



ORIGINAL LEASE AREA:	5.497 ACRES
AMENDED LEASE AREA EXCLUDING AREA EMBRACING UTILITY CABINETS AS SHOWN HEREON:	4.279 ACRES
PORTION OF ORIGINAL LEASE EXCLUDED FROM AMENDED LEASE AREA (INCLUDING UTILITY CABINET AREA) AREA:	1.218 ACRES

NOTE:
THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY OR TITLE SEARCH PERFORMED BY BOULDER LAND CONSULTANTS, INC. THERE MAY EXIST EASEMENTS AND/OR OTHER ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.

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DATE: 01/03/2013

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SECOND AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this 14th day of August, 2014, by and between the **CITY OF BOULDER**, a Colorado municipal corporation (the "***City***") and **POLLARD FRIENDLY MOTOR CO.**, a Colorado corporation whose address is 2360 30th Street, Boulder, Colorado 80301 (the "***Company***"). The City and the Company are each referred to herein as a "Party" and collectively referred to as the "Parties".

RECITALS

A. The Parties previously entered into that certain Option Agreement, dated October 14, 2004, which provided for the purchase, sale and lease of certain real properties, as further provided therein (the "***Option Agreement***"). The terms used herein shall have the same meanings as were defined in the Option Agreement.

B. The Parties also previously entered into that certain Lease Agreement, dated October 14, 2004, which provided for the lease of certain real property, as further provided therein (the "***Lease Agreement***"). The terms used herein shall have the same meanings as were defined in the Lease Agreement.

C. The Parties have now agreed to extend the deadline for the exercise of the Option to purchase the real property by the Company as set forth in a First Amendment to Option Agreement, dated even herewith, (the "***First Amendment to Option Agreement")*** and the purpose of this First Amendment to Lease Agreement is to acknowledge and adopt that extension for the purposes of the Lease Agreement.

NOW, THEREFORE, for valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **AMENDMENT.**

   1.1 Article 1, Definitions. "Expiration Date" is amended in its entirety and replaced as follows:

   "Expiration Date" means the date that this Lease expires which shall, unless this Lease is otherwise terminated as a result of an Event of Default hereunder, expire on the date that is the earlier of (i) a date that the Company terminates this Lease as a result of its election or agreement to relocate to an Alternate Relocation Site pursuant to Section 2.04; (ii) November 14, 2014 (the ***"Original Expiration Date")***; or (iii) a date to which the Original Expiration Date may be extended as provided in Section 2.03 (the "***Extended Expiration Date"***).

2. **RATIFICATION.** Except as modified by this First Amendment, the Option Agreement is hereby ratified and affirmed and remains in full force and effect.

3. **COUNTERPART EXECUTION AND FACSIMILE SIGNATURES.** This First Amendment may be executed in counterparts, all of which taken together shall be deemed one original. Facsimile transmission of signatures shall be accepted as originals.

IN WITNESS WHEREOF, the parties to this First Amendment have executed it as of the date first above written.

CITY OF BOULDER

By: Jane S Brautigam
Jane S. Brautigam, City Manager 8-14-2014

Attest:

By: Alisa D Lewis
City Clerk

Approved as to form:

By: D A Yl
City Attorney's Office
8-14-2014

POLLARD FRIENDLY MOTOR CO.,
a Colorado corporation

By: _____
Douglas B. Pollard, Vice president
Date: _____

CITY OF BOULDER

By: _____
_____, City Manager
Date: _____

Attest:

By: _____
City Clerk on behalf of the
Director of Finance and Record

Approved as to form:

By: _____
_____, City Attorney

POLLARD FRIENDLY MOTOR CO.,
a Colorado corporation

By: _____
Douglas B. Pollard, Vice president
Date: 8-14-14

SECOND AMENDMENT TO OPTION AGREEMENT AND EXTENSION OF LEASE

This Second Amendment to Option Agreement is entered into this 15TH day of December, 2014, by and between the **CITY OF BOULDER**, a Colorado municipal corporation (the "***City***") and **POLLARD FRIENDLY MOTOR CO.**, a Colorado corporation, whose address is 2360 30th Street, Boulder, Colorado 80301 (the "***Company***"). The City and the Company are each referred to herein as a "Party" and collectively referred to as the "Parties".

RECITALS

A. The Parties previously entered into that certain Option Agreement, dated October 14, 2004 and amended on August 14, 2014, which provided for the purchase, sale and lease of certain real properties, as further provided therein (the "***Option Agreement***"). The terms used herein shall have the same meanings as were defined in the Option Agreement.

B. The City and Company previously entered into that certain Lease Agreement dated October 14, 2004 (the "***Lease***").

C. The Parties have now agreed to extend the Option Closing Date and the Termination Date of the Lease and the purpose of this Second Amendment is to set forth the terms of that extension.

NOW, THEREFORE, for valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **OPTION CLOSING DATE.** The Option Closing Date shall be the earlier of: (i) fourteen (14) days following notice to the City from the Company; or, if not sooner closed, (ii) February 4, 2015.

2. **TITLE OBJECTION DEADLINE.** The Title Objection Deadline (as that term is defined in section 2.01(d)(iii) of the Option Agreement) shall be the first business day that is at least seven (7) days from the Company's receipt of the Survey.

3. **EXTENSION OF LEASE.** The Lease shall remain in full force and effect for a period of up to two (2) years from the date, hereof, provided that Company may terminate the Lease earlier by providing one hundred eighty (180) days written notice to the City, subject to all other obligations in the Lease.

4. **RATIFICATION.** Except as modified by this Second Amendment, the Option Agreement and Lease are hereby ratified and affirmed and remain in full force and effect.

5. **COUNTERPART EXECUTION AND FACSIMILE SIGNATURES.** This Second Amendment may be executed in counterparts, all of which taken together shall be deemed one original. Facsimile transmission of signatures shall be accepted as originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties to this Second Amendment have executed it as of the date first above written.

CITY OF BOULDER

By: Jane S Brautigam
Jane S. Brautigam, City Manager

ATTEST:

Alisa D Lewis
City Clerk

APPROVED AS TO FORM:

City Attorney's Office

12-17-2014
Date

POLLARD FRIENDLY MOTOR CO.,
a Colorado corporation

By: James M Pollard
James M. Pollard., President
Date: 12-22-14

Attachment C – Sheet 1
Area of Amended Leased Premises

A PARCEL OF LAND BEING A PORTION OF LOT 1, BOULDER TRANSIT VILLAGE SUBDIVISION (RCPTN #2779355), LOCATED IN THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M, CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO.
SHEET 1 OF 2

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOT 1, BOULDER TRANSIT VILLAGE SUBDIVISION, LOCATED IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO, THE PLAT OF WHICH IS RECORDED AS RECEPTION NO. 2779355, PLANFILE P–65, F–3, #10 OF THE BOULDER COUNTY RECORDS, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1;
THENCE S 00°14'05" E, 41.86 FEET ALONG THE WEST LINE OF SAID LOT 1, SAID WEST LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION, TO THE *POINT OF BEGINNING:*
THENCE DEPARTING SAID WEST LINE N 89°45'55" E, 12.28 FEET TO A POINT OF CURVATURE;
THENCE 39.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 22°44'35", AND A CHORD THAT BEARS N 78°23'38" E, 39.43 FEET;
THENCE N 67°01'20" E, 15.52 FEET TO A POINT OF CURVATURE;
THENCE 41.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 23°52'48", AND A CHORD THAT BEARS N 78°57'44" E, 41.38 FEET;
THENCE S 89°05'52" E, 120.44 FEET;
THENCE N 45°10'17" E, 21.41 FEET;
THENCE N 89°45'55" E, 83.90 FEET;
THENCE S 00°14'05" E, 298.62 FEET;
THENCE N 89°45'55" E, 14.53 FEET;
THENCE S 39°46'57" E, 14.95 FEET TO A NON–TANGENT POINT OF CURVATURE;
THENCE 90.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 322.50 FEET, A CENTRAL ANGLE OF 16°07'13", AND A CHORD THAT BEARS S 02°05'23" W, 90.44 FEET;
THENCE S 05°58'40" E, 136.35 FEET TO A NON–TANGENT POINT OF CURVATURE;
THENCE 7.88 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 30°05'29", AND A CHORD THAT BEARS S 62°11'53" W, 7.79 FEET;
THENCE S 77°14'35" W, 94.97 FEET;
THENCE S 84°22'05" W, 83.02 FEET;
THENCE S 74°49'09" W, 135.32 FEET TO A POINT OF CURVATURE;
THENCE 54.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT TO A POINT ON THE WEST LINE OF LOT 1 OF SAID BOULDER TRANSIT VILLAGE SUBDIVISION, SAID CURVE HAVING A RADIUS OF 29.63 FEET, A CENTRAL ANGLE OF 105°02'19", AND A CHORD THAT BEARS N 53°00'43" W, 47.02 FEET;
THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1 THE FOLLOWING COURSES:
– N 01°28'58" W, 81.05 FEET;
– N 02°10'55" W, 206.81 FEET;
– N 75°12'05" E, 0.46 FEET;
– N 02°10'55" W, 20.00 FEET;
– N 00°14'05" W, 232.64 FEET TO THE *POINT OF BEGINNING.*

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4.298 ACRES, MORE OR LESS.

NOTE: UPON SUBTRACTING THE AREA ENCUMBERED BY THE PRESENCE OF UTILITY CABINETS ALONG THE WEST SIDE OF THE ABOVE DESCRIBED PARCEL (SHOWN ON SHEET 2 HEREIN), THE RESULTING AMENDED LEASE AREA IS 4.279 ACRES. MORE OR LESS.



NOTE:
THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY OR TITLE SEARCH PERFORMED BY BOULDER LAND CONSULTANTS, INC. THERE MAY EXIST EASEMENTS AND/OR OTHER ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.

THIS MAP WAS PREPARED BY

BOULDER LAND CONSULTANTS, INC.
5690 VALMONT RD. BOULDER, CO 80301
(303) 443–3616
www.BLCsurveyors.com

PROJECT #105COB11
"10511LDF–lease.DWG"

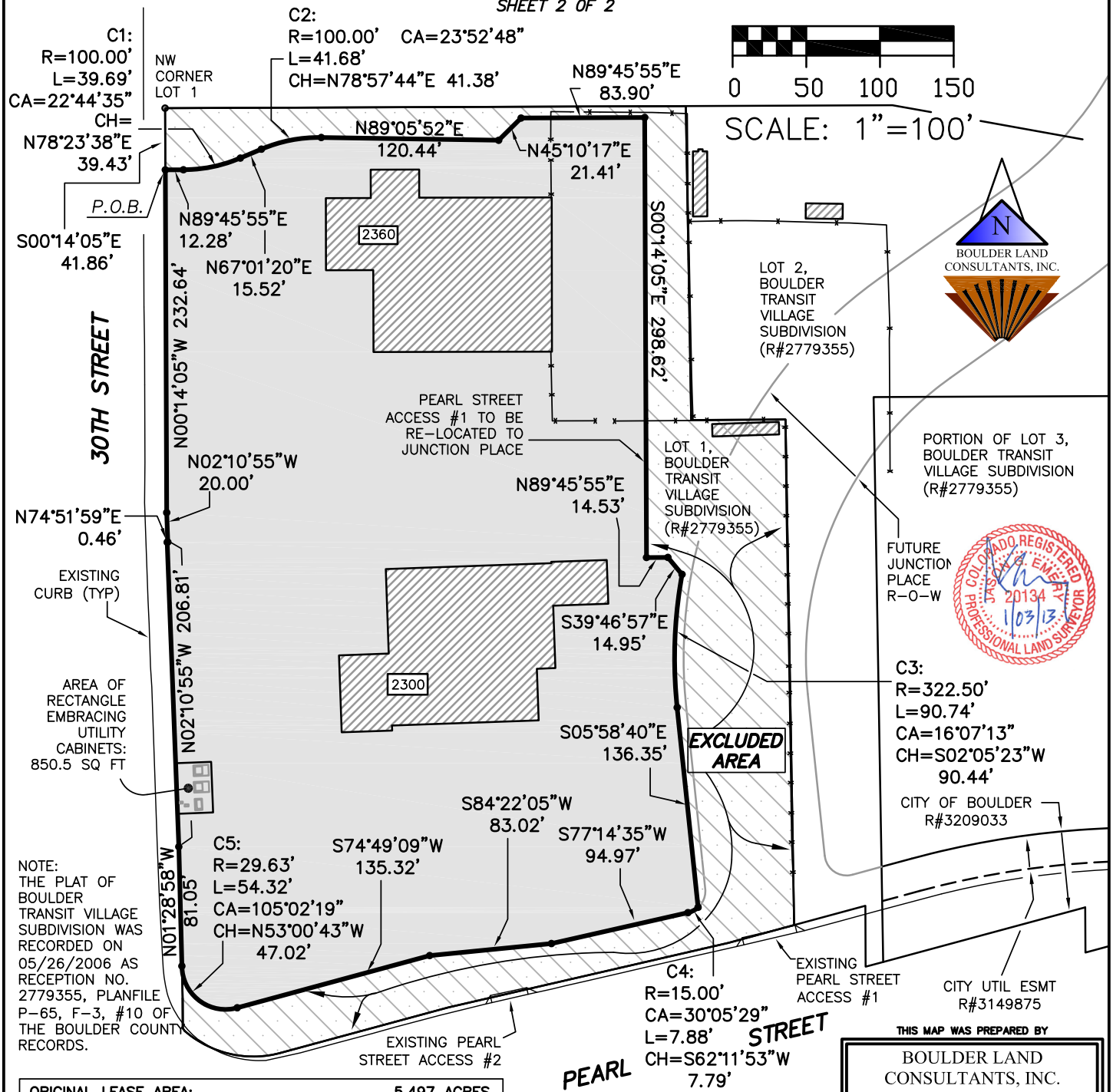
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DATE: 01/03/2013

Attachment C – Sheet 2:
Area of Amended Leased Premises and Depiction of "Excluded Area"

A PARCEL OF LAND BEING A PORTION OF LOT 1, BOULDER TRANSIT VILLAGE SUBDIVISION (RCPTN #2779355), LOCATED IN THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M, CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO.

SHEET 2 OF 2



ORIGINAL LEASE AREA:	5.497 ACRES
AMENDED LEASE AREA EXCLUDING AREA EMBRACING UTILITY CABINETS AS SHOWN HEREON:	4.279 ACRES
PORTION OF ORIGINAL LEASE EXCLUDED FROM AMENDED LEASE AREA (INCLUDING UTILITY CABINET AREA) AREA:	1.218 ACRES

NOTE:

THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY OR TITLE SEARCH PERFORMED BY BOULDER LAND CONSULTANTS, INC. THERE MAY EXIST EASEMENTS AND/OR OTHER ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.

THIS MAP WAS PREPARED BY

BOULDER LAND CONSULTANTS, INC.

5690 VALMONT RD. BOULDER, CO 80301
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PROJECT #105COB11
"10511LDF-lease.DWG"
DATE: 01/03/2013

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City's Original
(7)

OPTION AGREEMENT

between

CITY OF BOULDER,

a Colorado municipal corporation

and

POLLARD FRIENDLY MOTOR CO., a Colorado corporation

dated as of October 14, 2004

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OPTION AGREEMENT

THIS OPTION AGREEMENT ("***Agreement***") is entered into as of October 14, 2004 (the "***Effective Date***") between the CITY OF BOULDER, a Colorado municipal corporation (the "***City***") and POLLARD FRIENDLY MOTOR CO., a Colorado corporation whose address is 2360 30th Street, Boulder, Colorado 80301 (the "***Company***").

RECITALS

A. The Company is the owner and operator of an automobile dealership (the "***Pollard Dealership***") and which is commonly known as the Pollard Friendly Motor Co.

B. The City owns certain property located on Pearl Parkway, Boulder, Colorado containing approximately 6.6 acres more specifically described on Exhibit A hereto, which property was previously used by the City as a maintenance facility (the "***Yards Parcel***") and for which the City has agreed to grant to the Company an option to purchase on the terms and conditions contained herein (the "***Option***").

C. The City owns certain additional property located at 30th and Pearl Streets, Boulder, Colorado containing approximately 5.5 acres more specifically described on Exhibit B hereto, which property the City acquired from an affiliate of the Company and which the City has agreed to lease to the Company pursuant to that certain Lease Agreement of even date herewith (the "***Lease***"), a copy of which is attached hereto and incorporated herein, pursuant to which the Company shall use and operate thereon the Pollard automobile dealership, as such property is specifically described in Exhibit B attached hereto (the "***Lease Property***").

D. The City and an affiliate of the Company, Thirtieth and Pearl, LLC, a Colorado limited liability company (the "***LLC***") entered into that certain Contract to Buy and Sell Real Estate dated as of September 15, 2004 (the "***Contract***") pursuant to which the Lease and this Agreement are being executed and delivered.

NOW, THEREFORE, for valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

The defined terms used herein shall have the meaning given such terms in the context in which such terms are parenthetically defined. An index of such defined terms is attached hereto as Appendix I to this Agreement. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning given such terms in the Lease.

ARTICLE II

OPTION TO PURCHASE YARDS PARCEL; CITY'S OBLIGATIONS REGARDING YARDS PARCEL

Section 2.01. GRANT OF OPTION. The City hereby grants to the Company the exclusive, irrevocable right, during the Option Term and subject to the provisions hereof, and option (the "***Option***") to purchase the Yards Parcel on the terms and conditions contained herein.

(a) *Option Price; Credits*. The option price shall be $3,590,000.00 as the same may be adjusted as provided herein (as adjusted, the "***Option Price***"). An amount equal to $9,667.00 of the monthly "Base Rent" payments actually paid by the Company to the City under the terms of the Lease shall be credited as option money credited to the Option Price and, if the Option is exercised and the Yards Parcel is acquired by the Company on the Expiration Date, then the total Base Rent credit to be applied to the Option Price shall be $1,160,000.00, which shall be the maximum credit amount (the "***Maximum Credit Amount***") regardless of whether the Lease term is extended as provided in the Lease. In the event that the Option is not exercised as provided herein, there shall be no sums paid under the Lease refunded to the Company and all such sums shall be deemed non-refundable rental payments under the Lease.

(b) *Option Term*. The option term (the "***Option Term***") shall begin on the Effective Date and shall, unless otherwise terminated as a result of an Event of Default hereunder, expire on the date that is the earlier or later of one of the following (such date the "***Expiration Date***"): (i) a date that the Company terminates the Lease as a result of its election or agreement to relocate to an Alternate Relocation Site pursuant to Section 2.04 of the Lease (an "***Early Termination Date***"); (ii) ten years after the Effective Date, which Expiration Date shall be October _____, 2014 (the "***Original Expiration Date***"); or (iii) a date to which the Original Expiration Date may be extended as provided in Section 2.02 (the "***Extended Expiration Date***").

(c) *Option Exercise; Closing Date*. The Company shall exercise the Option granted hereunder by giving the City written notice of the Company's intent to exercise this Option on or before sixty (60) days prior to the original Expiration Date or the Extended Expiration Date, as the case may be, (the "***Option Exercise Notice***"). The Option Exercise Notice shall confirm a closing (the "***Closing***") on a closing date that shall be a date ninety (90) days after the date of the Option Exercise Notice (the "***Option Closing Date***"). The hour and place of Closing shall be as designated by the Title Company.

(d) *Conditions of Closing on Option Yards Parcel; Title*. Prior to the Closing of the transfer of the Yards Parcel on the Option Closing Date, the City shall prepare the Yards Parcel in accordance with Section 2.03 of this Agreement (the "***City's Closing Requirements***") prior to the Option Closing Date. In the event that the City has not completed the City Closing Requirements on or before the Option Closing Date, then the City shall have the right by delivering written notice to the Company on or before sixty (60) days prior to the Option Closing Date, to extend the

Option Closing Date for a period (as the same may be specified by the City) reasonably necessary to complete the City Closing Requirements not to exceed ten (10) years (such extended date, the "***Extended Option Closing Date***") in order to complete such City Closing Requirements. The Company shall pay to the City the Option Price at Closing, less any adjustments as provided in Section 2.01(a) by certified funds or other immediately available good funds. In the event that the Company exercises the Option, the parties and agree to: (i) standard prorations of all taxes, utilities and assessments, if any which shall be considered final; (ii) to payment of their respective customary closing costs and to share equally and fees for real estate closing services provided by the title company; and (iii) complete all customary or reasonably required documents at or before Closing. The parties further agree that: (i) the Company shall bear all responsibility for payment of documentary fees; and (ii) the Yards Parcel shall be conveyed by special warranty deed, subject only to the Permitted Exceptions. (Statutory form in accordance with CRS § 38-30-115). The Company's exclusive possession of the Yards Parcel will have occurred at Closing. The Yards Parcel shall be subject to all other easements, plats and related matters that the City created on the Yards Parcel with approval of the Company and pursuant to its obligations under the City's Closing Requirements. The Yards Parcel shall be sold free and clear of any mortgage lien and any mechanic's liens. The City shall have the obligation to use its reasonable efforts to rezone the Yards Parcel to accommodate a new and used automobile and truck sales, rental, service and repair business which is currently permitted under the City's IS-D zoning (referred to herein as an "automobile dealership"). Any such rezoning obligation of the City is subject to normal City rezoning processes including, without limitation, City Ordinances, and the normal City notice and City Council approval process. The City shall provide to the Company (at the City's expense) the following in connection with the Yards Parcel:

(i) Title Commitment. (1) City shall obtain and deliver to the Company at Company's expense, on or before fifteen (15) days from the date hereof, a certificate of taxes due on the Real Property, if any, and a current option title insurance commitment (the "Option Title Commitment") together with legible copies of all instruments referred to therein (the "Title Documents") committing to issue a standard A.L.T.A. option title insurance policy issued by the Title Company to Company in the amount of the purchase price insuring good and marketable title in fee simple to the Yards Parcel in Company subject only to: a) current non-delinquent general real property taxes, and b) such easements, rights-of-way, restrictions and other title matters as Company shall deem in its sole discretion not to adversely affect the value of or the Company's intended use of the Yards Parcel. The foregoing items a) and b) are herein referred to as the "Permitted Exceptions". All items listed on the option title commitments shall be deemed to be Permitted Exceptions unless the Company notifies the City as provided in Section 2.01(d)(iii). The option title insurance commitment shall affirmatively provide for the deletion, at Company's sole expense, of all standard printed exceptions of Schedule B-2 thereof. City shall cause the option title insurance policy to be delivered to Buyer as soon as practicable. Within thirty (30) days after the City's receipt of the Option Exercise Notice, the City shall obtain and deliver to the Company a title insurance commitment on the Yards

Parcel, providing for an ALTA Form B 1970 title insurance policy with owner's extended coverage (the "Title Commitment") issued by Land Title Guarantee Company (the "Title Company") showing the status of record title to the Yards Parcel, together with legible copies of all recorded documents referred to in the Title Commitment (the "Title Documents"). The Title Commitment must commit to insure title to the Yards Parcel in the name of the Company or its designee in the full amount of the Option Price, subject only to the Permitted Exceptions. The Title Commitment shall further commit to delete the standard printed exceptions pertaining to: (i) rights of claims of parties in possession not shown by public records; (ii) easements or claims of easements not shown by public record; (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any facts which a correct survey and inspection of the Yards Parcel would disclose and which are not shown by public record; (iv) any lien or right to lien for services, labor or materials theretofore or hereinafter furnished imposed by law and not shown by the public record; (v) effects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of such Title Commitment but prior to the date the proposed insured acquires of record for value the estate covered by the Title Commitment; and (vi) creditors' rights. The City shall cause the title insurance policy to be delivered to the Company as soon as practicable after the Closing. Within thirty (30) days after the City's receipt of the Option Exercise Notice, the City shall obtain and deliver to the Company a title insurance commitment on the Yards Parcel, providing for an ALTA Form B 1970 title insurance policy with owner's extended coverage (the "***Title Commitment***") issued by Land Title Guarantee Company (the "***Title Company***") showing the status of record title to the Yards Parcel, together with legible copies of all recorded documents referred to in the Title Commitment (the "***Title Documents***"). The Title Commitment must commit to insure title to the Yards Parcel in the name of the Company or its designee in the full amount of the Option Price, subject only to the Permitted Exceptions. The Title Commitment shall further commit to delete the standard printed exceptions pertaining to: (i) rights or claims of parties in possession not shown by public records; (ii) easements or claims of easements not shown by public record; (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any facts which a correct survey and inspection of the Yards Parcel would disclose and which are not shown by public record; (iv) any lien or right to lien for services, labor or materials theretofore or hereinafter furnished imposed by law and not shown by the public record; (v) effects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of such Title Commitment but prior to the date the proposed insured acquires of record for value the estate covered by the Title Commitment; and (vi) creditors' rights. The City shall cause the title insurance policy to be delivered to the Company as soon as practicable after the Closing.

(ii) Tax Certificate. Within thirty (30) days after the City's receipt of the Option Exercise Notice, the City shall obtain and deliver to the Company a certificate of taxes due covering the Yards Parcel prepared by the Treasurer of

Boulder County, Colorado, and an updated certificate of taxes due covering the year of the Yards Parcel Closing.

(iii) Defects of Title. The Company shall have the right to object to any defect of title which appears in the Title Documents and which renders title to the Yards Parcel unmerchantable or which makes the Yards Parcel unsuitable for the Company's intended use as an automobile dealership (a "***Defect of Title***"). Any objection to a defect of title must be in writing and must be received by the City no later than twenty (20) Business Days after Company's receipt of all the Title Documents (the "***Title Objection Deadline***"). The Company's failure to provide the City with written notice of an objection to any title matter appearing in a Title Document within the Title Objection Deadline shall be deemed to be a waiver by the Company of any objection it might otherwise have; and all such waived or approved title matters shall become the "***Permitted Exceptions***." Notwithstanding the foregoing, if a defect of title is not revealed in the Title Documents and is discovered by the Company prior to Closing or if any new exceptions to title are added to the Title Commitment by the Title Company, the Company shall have until the earlier of (i) twenty (20) days after the later of (x) the date of the Company's discovery of the Defect of Title or (y) the receipt of an updated, revised Title Commitment showing the new title exception, or (ii) the date of the Closing to provide the City with notice of its objection to the Defect of Title. If the City receives timely written notice from the Company of a Defect of Title, the City shall either (a) correct or cure the Defect of Title, or (b) with the Company's consent, obtain title insurance over the Defect of Title through title policy endorsement or otherwise. If, notwithstanding anything herein to the contrary, the City is unable to cure or insure over a Title Defect shown in the Title Commitment, despite its best efforts to do so, the Company shall have the right to terminate this Agreement and the Lease, *ab initio* and each party shall be released from any further obligations thereunder. If the City elects to cure any defect of title, the Company shall have a period of fifteen (15) days after the City's receipt of the Company's notice of such Defect of Title in which to cure such Defect of Title unless otherwise agreed to by the parties. If the Company elects to terminate this Agreement, neither party shall have any further obligation hereunder. If the Company elects to waive its objection to the Defect of Title, the title matter objected to shall thereafter be considered a "Permitted Exception." Notwithstanding the foregoing to the contrary, any lien, mortgage or monetary encumbrance against the Yards Parcel (other than real property taxes for the year of closing which are not yet due and payable) will not be considered a Permitted Exception and the Yards Parcel will be conveyed to the Company free and clear of any such liens, mortgages or monetary encumbrances and any such amounts shall be paid by the City or shall be paid from the proceeds of the Option Price due to the City at the Closing.

(iv) Possession. Possession of the Yards Parcel shall be delivered to the Company on the Yards Parcel Closing Date.

(v) Survey. An update of the survey.

(e) *"As Is" Sale*. With the exception of the completion of the City Closing Requirements, the City shall convey the Yards Parcel to the Company in an "as is" condition without representation or warranty except that the Yards Parcel shall not be subject to any flood plain, environmental, or other hazard that would preclude development as an automobile dealership.

(f) *Duration of Option Right*. This Option shall terminate automatically on the Expiration Date or Extended Expiration Date. No further documentation shall be deemed necessary to terminate the Company's rights under this Agreement in the event that the Company fails to exercise such Option or in the event that this Agreement is otherwise terminated; provided however, the parties agree to execute any termination documentation deemed reasonably necessary by the City to confirm termination of the rights of the Company under this Agreement.

(g) *No Assignment*. The rights granted to the Company hereunder are personal to the Company and shall not be assignable to any third party without the prior written consent of the City which shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, City consent is hereby given for an assignment of this Agreement to any entity into which the Company merges or is merged and for which the surviving company continues to operate the Lease Property under the Lease as an auto dealership in which the Company has an ownership interest or has a continued role in management activities. The City's consent to any requested Assignment of Interest to (i) an entity formed by the principals or affiliates of the Company for the purpose of owning the Yards Parcel and leasing the same to the Company or (ii) any person or entity who in good faith intends to operate an automobile dealership on the Yards Parcel, shall be conditioned on (A) such party paying the Option Price less the amount of Lease payment credits made by the Company under the Lease, and (B) the Lease shall be terminated upon exercise of the option and the closing thereof. The City shall respond to the Company's request for consent hereunder within thirty (30) days of delivery of a request for the City's approval. Any attempted Assignment of Interest without the City's consent shall be void, and shall constitute a material default and breach of this Agreement without a requirement for notice to the Company under any provision of this Agreement. "Assignment of Interest" within the meaning of this Section 2.01(g) shall include any merger, reorganization, or similar transaction to which the Company's consent is required, the sale or transfer of all or substantially all of the Company's assets or the transfer a controlling interest in the Company's stock or ownership interests. The City shall not assign or delegate its obligations hereunder; provided that the City may assign to a governmental or quasi-governmental entity controlled by the City, such as the Boulder Municipal Property Authority, at the City's election.

(h) *Subordinate Interest*. The interest of the Company under the Option shall not be subordinated to any financing that the City uses to finance the Yards Parcel and any existing financing on the Yards Parcel. Any such financing shall be paid and the lien thereof released as of the applicable Option Closing Date or Extended Option Closing Date.

(i) *City's Obligations for Yards Parcel Environmental Cleanup*. The City has obtained an environmental report for the Yards Parcel (the "***Yards Parcel Environmental Report***") in accordance with the environmental report standards set forth in the Contract. The Yards Parcel Environmental Report evidences that there are environmental matters that require cleanup and remediation. The City shall be solely responsible for the performance and payment for such cleanup and the completion thereof shall be deemed one of the City's Closing Requirements under Section 2.01(d) and Section 2.03. The cleanup shall meet the standard for "clean" as defined in the Yards Parcel Environmental Report (which shall be clean enough for normal commercial construction and uses including, without limitation, an automobile dealership). The City bears the risk that there are unknown or undisclosed conditions on the Yards Parcel that may increase the cost of environmental contamination remediation and cleanup beyond that included in the Yards Parcel Environmental Report and the City bears the risk that the continued use and possession of the Yards Parcel may increase the cost of such cleanup at such time as the City proceeds with the Yards Parcel cleanup. It is the express intent and agreement of the parties that the City shall bear all cleanup responsibilities and costs associated with the ownership and use of the Yards Parcel during the Option Term and until the Closing. The City shall use Freedom Environmental Consultants, Inc., Richard Luce, P.G., 12808 W. 56th Place, Arvada, Colorado 80002-1330 (the "***Environmental Consultant***") or an alternative environmental contractor reasonably acceptable to the Company and experienced in environmental cleanup in the Boulder/Denver Colorado metropolitan areas to perform the environmental remediation and cleanup. Upon completion of the cleanup of the Yards Parcel, the City shall deliver to the Company at the Option Closing Date evidence acceptable to the Company that such Yards Parcel has been "cleaned" to the standard established in the Yards Parcel Environmental Report.

(j) *Survey.* The City shall provide the Company within fifteen (15) days of the date of this Agreement, a ALTA/ACSM Land Title Survey (1999 Standard) at the City's sole cost and expense, for an Urban Class Survey of the Yards Parcel or other survey reasonably acceptable to the Company prepared by a licensed Colorado surveyor, which shall include the items specified below (the "Survey") showing the size and configuration of the Yards Parcel. The Survey shall contain the legal description of the Yards Parcel and shall show the bearings and distances of all boundary lines, all improvements thereon, all easements and other title matters encumbering or appurtenant thereto, the location of all dedicated public rights-of-way adjacent thereto, any encroachments onto or off of the Yards Parcel, the Federal and City flood zone designation, topographic lines and any other matters that would be disclosed by an accurate survey. The Survey shall include the square footage of the Yards Parcel. The Survey shall contain the certification of the surveyor sufficient for deletion of the standard survey exception from the Title Commitment, and shall be certified to the City, its successors and assigns and the Company.

(k) *City Completion Notice*. When the City has performed its obligations with respect to the Yards Parcel under the terms of Sections 2.01(d) and 2.03, the City shall deliver written notice to the Company that the Yards Parcel has been completed (the "***Yards Parcel Completion Notice***"). If such Yards Parcel Completion Notice is

delivered on or after the Original Expiration Date, then the Company shall complete the Closing within ninety (90) days thereafter on the Option Closing Date.

Section 2.02. RIGHT TO EXTEND; EXERCISE OF OPTION AND CONDITIONS. The Company shall have a right to extend the Original Expiration Date in the event that the Lease has been extended in accordance with Section 2.03 of the Lease. The date of such extension hereunder shall not extend beyond the term of the extended Lease and in the event notice of exercise of this Option has not been given previously, this Option shall terminate at any time that the Lease is terminated, for whatever reason.

Section 2.03. CITY'S DEVELOPMENT AND RE-ZONING AND RE-PLATTING OBLIGATIONS FOR THE YARDS PARCEL. On or before the Option Closing Date (or, if applicable, the Extended Option Closing Date), the City shall, at it sole cost and expense, complete the following development and site preparation obligations for the Yards Parcel:

(a) *Subdivision and Zoning of Yards Parcel*. The City agrees, at its expense, to be responsible for subdividing and re-platting the property so that the Yards Parcel is a separate legally subdivided lot containing 6.6 acres in the configuration generally as shown on Exhibit A attached hereto with the south property line being adjusted so that it generally parallels the north curb of Pearl Parkway but which property line shall be three (3) feet back from the curb or otherwise in accordance with City ordinances and generally as shown on the attached Exhibit A. The City shall begin such subdivision and replatting process within one hundred eighty (180) days of the Effective Date and shall use its reasonable best efforts to timely complete such subdivision within the City's normal subdivision guidelines. The City shall deliver to the Company a preliminary subdivision plat showing the boundary lines for the Yards Parcel and showing access to the Yards Parcel as set forth in Section 2.03(c) below when the same is available to the City in distribution form. The Company shall have ten (10) Business Days after delivery thereof by the City to approve such preliminary plat or propose to the City in writing any reasonable changes requested by the Company that would not, in the reasonable discretion of the City, substantially modify the proposed subdivision or the anticipated size of the resulting lots or otherwise materially increase the City's costs in connection with such subdivision of the Yards Parcel. The Company's approval of the proposed subdivision plat shall not be unreasonably withheld or delayed. In the event that the Company fails to timely respond in writing to the preliminary plat proposed by the City for the Yards Parcel, then the preliminary plat shall be deemed approved by the Company. In the event that the proposed replat of the Yards Parcel is approved by the Company, then the City shall proceed to finalize the replat of the Yards Parcel and proceed to complete the on-site and off-site improvements thereto as required in this Section 2.03. The City shall be solely responsible for the subdivision and replatting of the Yards Parcel (such process the "***Yards Parcel Subdivision Process***") and for all costs and expenses incurred in connection therewith; provided, however, the Company shall cooperate with the City in the Yards Parcel Subdivision Process and shall review and comply with the City requirements in order to facilitate the completion of such Yards Parcel Subdivision Process in a timely manner. The zone classification for the Yards Parcel shall be IS-D and shall permit a new and used automobile dealership and

service and repair facility similar to the dealership in existence as of the date of this Agreement and the commercially reasonable evolution thereof, or such other designation as may be expressly approved by the Company. The Company shall be responsible for the site planning process and subsequent development obligations.

(b) *Utility Service*. The City shall, at its expense, be responsible for extending water, natural gas, sanitary sewer, electric, telephone and cable television utility lines ("the utility lines") from their current locations to a new/platted boundary line of the Yards Parcel, in accordance with applicable local laws, including then existing building regulations and fire codes. The City shall be responsible for obtaining or providing any easements as may be necessary for extending the utility lines to the Yards Parcel. The size or capacity of the utility lines shall be adequate to serve the building to be constructed on the Yards Parcel for use as the Pollard Dealership in its present size and capacity. The Company shall be responsible for extending such utility services within the boundaries of the Yards Parcel to the improvements it constructs thereon and for paying all utility connection and tap fees, fees or costs, and other City imposed charges and fees in connection with the extension of such utility services within the Yards Parcel (to the extent such connection and tap fees, and other fees and costs are imposed by the City, generally, for the extension and tapping of its services) to the improvements to be constructed by the Company; provided, however, that if any such payments are made with the Company's prior written agreement, the Company shall promptly reimburse the City for such amounts. The Company will be solely responsible for making arrangements with the applicable utility provider to extend the utility lines within the boundaries of the Yards Parcel and to provide service to meet the particular needs of the improvements to be constructed thereon; provided, however, the City shall be responsible for relocating the existing above-ground high tension power lines from the Yards Parcel to a location off of the Yards Parcel (with the exception of minor encroachments reasonably approved by the Company) and, if successful, will use reasonable efforts to cause to be vacated or otherwise extinguished any easement therefor. The Company shall be responsible for obtaining telephone and cable television lines and service for the Yards Parcel, if applicable.

(c) *Streets*. Access to the Yards Parcel will be provided via access as shown on the plat prepared in connection with the Yards Parcel Subdivision Process (the "***New Plat***"). The City shall be responsible for constructing a new asphalt access road connecting to "Pearl Parkway" as shown on the New Plat (the "***New Street***") on the west boundary of the Yards Parcel. The Company acknowledges that the City intends to dedicate the New Street to the City. The Company shall be solely responsible for constructing all entryways, driveways and streets within the boundaries of the Yards Parcel. All curbs, curb cuts, and sidewalks on or adjacent to the Yards Parcel required by governmental authorities, and the curb and sidewalk adjacent to the New Street shall be the responsibility of the City. Curb cuts shall be a minimum of two on Pearl Parkway, one on Old Pearl Street and one on the New Street. The City shall, at its expense, install a traffic signal at the intersection of Old Pearl Street and Pearl Parkway at such time as the City deems such installation to be required in accordance with its then current traffic volume threshold, traffic safety, zoning and

planning requirements. The City agrees to extend and improve Old Pearl Street to connect with Pearl Parkway.

(d) *Demolition of Improvements; Grading*. The City shall be responsible for demolition of existing improvements on the Yards Parcel and for removal of all debris therefrom. The City shall also be responsible for completion of overlot grading of the Yards Parcel as shown on EDAW Map dated December 5, 2003 "City Yards' Site Sections" as depicted in Exhibit C ("Benched Landform Alternative" attachment marked III) so as to eliminate the remnant flood channel adjacent to Pearl Parkway so that the new grade is the same as described in Exhibit C above (i.e., level all the way from the rear property line at the back to Pearl Parkway with approximately a 1.5% cross fall). Nothing herein shall limit or restrict any grading by the Company after the Closing of the purchase thereof by the Company so long as such grading is properly permitted and is completed in accordance with all existing regulations, ordinances and City requirements.

(e) *Fencing of Site*. The City will construct a security fence which shall be constructed in a commercially reasonable manner and shall include (as a minimum quality standard), a six foot (6') chain link security grade fence with privacy slats inserted thereon. The fence constructed hereunder shall run along the entire north boundary and along the west boundary of the Yards Parcel proximately adjacent to the New Street, with such setbacks as may be required under then current City ordinances. Upon request by the Company, a portion of the fence along the proposed access road may be substituted with landscaping of equal value.

(f) *Prairie Dogs*. The City shall relocate/remove any prairie dog colonies that may exist in accordance with commercially reasonable standards and requirements.

(g) *Cooperation*. The City and the Company shall cooperate with one another in a reasonable manner to the end that the Option Closing Date occurs as contemplated by this Agreement. All approvals required to be obtained by either party pursuant to this Agreement shall be sought in a reasonable manner and acted upon diligently and expeditiously. Whenever the provisions of this Agreement require one party to obtain the other party's approval, such approval shall not be unreasonably withheld, conditioned (other than expressly set forth herein) or delayed. Each party shall use its good faith efforts to satisfy all the conditions to its performance of this Agreement. The Company shall have the sole responsibility to perform all site planning activities (and shall bear all costs therefor) in connection with the site planning and approval process for the construction of an automobile dealership within the boundaries of the Yards Parcel.

(h) *Current Setback and Landscaping Requirements*. The current City setback and landscaping requirements are attached hereto under Exhibit C.

Section 2.04. RIGHT OF CITY TO LOCATE SUBSTITUTE OPTION PROPERTY. The City has the right to identify and locate an alternative relocation site (an

"***Alternative Relocation Site***") for the Pollard Dealership other than the Yards Parcel that meets the requirements contained herein and, upon identification of such Alternative Relocation Site, the Company shall reasonably consider relocation to such Alternative Relocation Site and, in connection therewith, removal and relocation of the Pollard automobile dealership to the Alternative Relocation Site and completion of the required cleanup of the Lease Property in accordance with the Lease and termination of this Agreement after all obligations of the Company are satisfied and the Pollard Dealership has been relocated. The Company shall also have the option of identifying an Alternative Relocation Site and shall have the right to deliver notice of such election to the City and terminate this Agreement, keeping possession of the Lease Property under the terms of the Lease until such relocation has been completed. The following criteria are required to exist for the Company to consider any Alternative Relocation Site: (i) the Alternative Relocation Site property shall be located on a two way traffic street, and preference is deemed to include (but not to require) an intersection that is signalized; (ii) the number of access points (both ingress and egress) shall be reasonably acceptable to the Company; (iii) the Alternative Relocation Site shall be located within the Boulder City limits; (iv) the minimum size of such Alternative Relocation Site shall not be less than six (6) and not more than seven (7) useable acres; (v) all utilities shall be to the Alternative Relocation Site boundaries; (vi) zoning permitting an automobile dealership similar to the proposed Yards Parcel zoning requirements shall be in place or obtainable; (vii) there shall be a minimum average traffic volume of 40,000 vehicles per day past the Alternative Relocation Site (with seven hundred (700) feet of frontage along the road with such traffic volume); (viii) the Company's franchisor shall have the right to accept or approve the Alternative Relocation Site for the sale of automobiles by the Pollard automobile dealership (the Company agrees to use its commercially reasonable efforts to obtain franchisors' approval of a site approved by the Company); and (ix) the acquisition price for such Alternative Relocation Site shall be in an amount that is acceptable to the Company.

Section 2.05. RIGHT OF COMPANY TO TERMINATE AGREEMENT FOR RELOCATION PURPOSES. The Company shall have the right to terminate this Agreement without penalty by prior written notice to the City given one year in advance of the Company's proposed early termination date (such notice the "***Relocation Termination Notice***") in the event that the Company desires to relocate to an Alternate Relocation Site acceptable to the Company other than the Yards Parcel.

ARTICLE III

EVENTS OF DEFAULT

Section 3.01. EVENTS OF DEFAULT. In addition to any other event specified in this Agreement as an event of default, the occurrence of any one or more of the following events during the Option Term (each, individually, an "***Event of Default***" and collectively, "***Events of Default***") shall constitute a breach of this Agreement by the Company and the City may exercise the rights set forth in this Agreement or as otherwise provided at law or in equity:

(i) There is an "Event of Default" by the Company under the terms of the Lease which is not cured within the time frames provided in the Lease.

(ii) The Company shall default in the performance of or compliance with any of the other material covenants, agreements, terms or conditions of this Agreement to be performed by the Company and such default shall continue for a period of thirty (30) days after written notice thereof from the City to the Company, or, in the case of a default which cannot with due diligence be cured within thirty (30) days, the Company fails to commence such cure promptly within such thirty (30) day period and thereafter diligently prosecute such cure to completion within ninety (90) days. Notwithstanding the above, the Company must immediately remedy any default that imminently threatens an injury or harm to any person or property.

(iii) The Company shall become insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time (the "***Code***"); shall have ceased to pay its debts in the ordinary course of business; shall be unable to pay its debts as they become due; shall make a general assignment for the benefit of creditors; shall file, take any action to file, or notify the City that the Company intends to file, a petition, case or proceeding under any section or chapter of the Code, or under any similar law or statute of the United States or any state thereof relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; shall be adjudicated as a bankrupt or insolvent; shall seek to or consent to or acquiesce in the appointment of any receiver, trustee, liquidator or other custodian of the Company or any material part of its properties, whether or not it relates to their interests in this Agreement; or the Company shall notify the City that it anticipates the occurrence of any of the foregoing conditions; or take any other action for the purpose of effecting any of the foregoing clauses.

(iv) Any execution or attachment is issued against the Company or any of its property whereupon its interest in the Yards Parcel shall be taken or occupied or attached, or attempted to be taken or occupied or attached by someone other than the Company, which execution or attachment is not vacated within thirty (30) days thereafter.

Section 3.02. THE CITY'S REMEDIES UPON DEFAULT.

(a) *Termination*. Upon the occurrence of any Event of Default, the City shall have the option to pursue any and all remedies available to the City under the laws of the State of Colorado. In the event of a material uncured Event of Default, the City may give the Company written notice of its election to terminate this Agreement, effective on the date specified therein, whereupon the Company's rights granted hereunder shall cease and this Agreement, except as to the Company's liability determined in accordance with this Agreement, shall be terminated.

(b) *Damages*. In the event this Agreement is terminated in accordance with the provisions of (a) above, the Company shall remain liable to the City for damages in an amount equal to the actual damages accruing to the City.

(c) *Cumulative Remedies*. Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, including, but not limited to, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by the City of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive. All costs incurred by the City in connection with collecting any damages owing by the Company pursuant to the provisions of this Agreement, or to enforce any provision of this Agreement, including reasonable attorney fees from the date such matter is turned over to an attorney, whether or not one or more actions are commenced by the City, shall also be paid by the Company to the City.

(i) *Miscellaneous*. After an Event of Default by the Company, this Agreement shall continue in effect for so long as the City does not terminate it, and the City may enforce all its rights and remedies under this Agreement

Section 3.03. BANKRUPTCY.

(a) In the event that the Company shall become or be adjudicated bankrupt or insolvent, or if the Company shall file or acquiesce in a petition in any court in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, or if the Company shall make an assignment or other conveyance in trust for the benefit of its creditors, or if any execution or attachment shall be issued against the Company and such execution or attachment shall not be dismissed, vacated, discharged or bonded within sixty (60) days after issuance of same, or if a receiver or Trustee shall be appointed for the Company and such receivership be not discharged within twenty (20) days from the date of such appointment, then upon the happening of any of said events, the term hereby demised shall, at the option of the City, cease and determine, it being expressly agreed that the covenant hereinafter contained against the assignment of this Agreement shall cover the case of the assignment of this Agreement by operation of law as well as the assignment of this Agreement by a voluntary act of the Company.

(b) If this Agreement shall be so canceled and terminated, neither the Company nor any person claiming through or under the Company by virtue of any statute or order of any court shall be entitled to exercise rights under this Agreement. In no event, without the written approval of the City, which approval may be granted or withheld at its sole discretion, shall this Agreement be or be considered an asset of the Company's estate in bankruptcy or insolvency, or any receiver or trustee (hereafter referred to as a "***Trustee***") with respect thereto.

(c) To the extent that the City's right to cancel this Agreement in accordance with the provisions of this Agreement is invalid or unenforceable under the

Bankruptcy Reform Act of 1978 (the "***Act***"), as the same may be amended from time to time, or any other statute or rule of law, then the following provisions shall apply, to the extent valid and enforceable:

(d) If there has been a default by the Company under any provision of this Agreement, the Trustee may not assume this Agreement, unless, at the time of assumption of this Agreement, the Trustee:

(i) cures, or provides adequate assurance (to the City's reasonable satisfaction) that the Trustee will promptly cure such default; and

(ii) provides adequate assurance (to the City's reasonable satisfaction) of future performance under this Agreement, which shall include, without limitation, adequate assurance.

(e) If this Agreement is terminated under the provisions of this Section 3.03 or by reason of rejection by the Trustee, the City shall be entitled to the recovery of damages, and such other remedies, as are provided for herein. The foregoing sentence shall not, however, limit or prejudice the right of the City to petition for and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or arrangement proceeding an amount equal to the maximum allowed by the Act or any other statute or rule of law governing such proceedings and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the damages referred to in the preceding sentence.

Section 3.04. A CITY DEFAULT. If the Company believes that the City is in default of any of the City's obligations hereunder, the Company shall give the City written notice of default. If the City does not cure such default or begin to cure such default within thirty (30) days after receipt of such notice (which, if the City has begun curative measures within such 30 days, the City shall have a reasonable time to complete such measures), or, if the default cannot reasonably be cured within a thirty (30) day period or if the City has not begun to take curative action or is not diligently pursuing completion of such curative action, then the Company may, as its sole remedy for such default, bring an action for specific performance, damages, or both. In the event the City defaults in meeting any of the City's Closing Requirements and has failed to cure all such defaults within twenty (20) years from the effective date hereof, Company shall, in addition to any other remedies, be entitled to holdover and occupy the Lease Property on a month-to month basis subject to all of the then-existing lease terms, including rent, until the City's Closing Requirements are met.

Section 3.05. LEGAL EXPENSES. In the event that either party hereto shall bring legal action against the other party to enforce the provisions of this Agreement, then the prevailing party shall be entitled to reimbursement from the other party for all costs and expenses thus incurred, including reasonable attorneys' fees.

ARTICLE IV

MISCELLANEOUS

Section 4.01. WAIVER. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. No waiver shall be deemed to have been given except if same be in writing.

Section 4.02. ACCORD AND SATISFACTION. No payment by the Company or receipt by the City of a lesser amount than is due to the City as herein stipulated shall be deemed to be other than on account of the amounts due, nor shall any endorsement or statement on any check or any letter which may accompany any check or payment be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City's right to recover the balance of such amounts due or pursue any other remedy in this Agreement provided.

Section 4.03. ENTIRE AGREEMENT. This Agreement, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the City and the Company concerning the Yards Parcel and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or the Company unless reduced to writing and signed by them.

Section 4.04. NO PARTNERSHIP. The City does not, in any way or for any purpose, become a partner of the Company in the conduct of the Company's business or otherwise, or a joint venturer or a member of a joint enterprise with the Company.

Section 4.05. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay ("***Force Majeure Delay***").

Section 4.06. NOTICES. Any and all notices required or which either party herein may desire to give to the other (each, a "***Notice***") shall be made in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier, such as Federal Express or Airborne Express, or by personal service, or by electronic facsimile with proof of receipt, and shall be deemed to be given on the third business day after the date of posting in a United States Post Office or branch post office or one day after delivery to the overnight courier, or upon effecting personal service or delivery by facsimile, and shall be delivered to the City and the Company as follows:

to the Company:	James M. Pollard, Jr. Pollard Friendly Motor Co. 2360 30th Street Boulder, Colorado 80301
with a copy to:	Joseph C. French, Esq. French & Stone, P.C. 720 Pearl Street Boulder, Colorado 80302
to the City:	Attention Boulder City Attorney City of Boulder P.O. Box 791 Boulder, CO 80306
with a copy to:	City Manager City of Boulder P.O. Box 791 Boulder, CO 80306

Either party may, by notice as aforesaid actually received, designate a different address or addresses for communications intended for it.

Section 4.07. CAPTIONS AND SECTION NUMBERS. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Agreement, nor in any way affect this Agreement.

Section 4.08. GOVERNING LAW, PARTIAL INVALIDITY. This Agreement shall be construed and governed by the laws of Colorado. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under the laws of the said State, or otherwise, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 4.09. REPRESENTATION OF PARTIES. The parties hereto represent and warrant to each other that neither has been represented by any broker in connection with the negotiation and/or execution of this Agreement except Don Walker, licensed Real Estate Broker who represents the Company and that, except for the agreement between Company and Walker, there are no claims for brokerage commissions or finder's fees. Each of the parties hereto agrees to indemnify and hold harmless the other party against and from all liabilities arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

Section 4.10. RECORDING. Upon either the City's request or the Company's request, the parties agree to execute and acknowledge a memorandum of option in recordable form,

indicating the names and addresses of the City and the Company, a description of the Property subject to this Option and other material terms of this Agreement. .

Section 4.11. NO CITY LIABILITY; SUBJECT TO APPROPRIATION. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE CITY COUNCIL AND DULY EXECUTED. In no event shall the City be liable to the Company for any amounts or obligations to undertake any actions unless the obligation to make such payments therefor has been approved by the Boulder City Council. All financial obligations of the City hereunder are subject to appropriation, provided that while such failure to make such appropriation shall not be a default hereunder, the failure by the City to comply with any obligations (including payment obligations hereunder) shall give the Company all rights it would have in the event of a default by the City under this Agreement. Notwithstanding anything to the contrary provided in this Agreement, neither any council member, manager, City attorney or their successors, assigns or agents shall have any personal liability with respect to any provisions of this Agreement.

Section 4.12. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstances shall be declared by a judicial body to be illegal, invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and all other terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 4.13. INTERPRETATION.

(a) Whenever in this Agreement any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of a covenant.

(b) All pronouns and any variances thereof shall be deemed to refer to the neuter, masculine, feminine, singular or plural, when the context requires.

(c) No remedy or election given pursuant to any provision in this Agreement shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies at law or in equity as otherwise specifically provided herein.

(d) If, and to the extent that, any of the provisions of any amendment, modification or rider to this Agreement conflict or are otherwise inconsistent with any of the preceding provisions of this Agreement, whether or not such inconsistency is expressly noted in such amendment, modification or rider, the provisions of such amendment, modification or rider shall prevail.

(e) The parties mutually agree that the headings and captions contained in this Agreement are inserted for convenience of reference only.

(f) This Agreement shall be construed in accordance with the laws of Colorado.

(g) The City and the Company each acknowledge and warrant that it has been represented by independent counsel and has executed this Agreement after being fully advised by said counsel as to its effect and significance. This Agreement is the result of negotiations between the parties and their respective attorneys and no provision shall be construed against a party solely on the basis of authorship.

Section 4.14. FURTHER ASSURANCES. The parties agree to execute and deliver such other and additional documents and assurances as may be deemed reasonably necessary to implement the terms of this Agreement.

Section 4.15. TIME OF THE ESSENCE; BUSINESS DAYS. Time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement, and the failure to timely perform any of the terms, conditions, obligations or provisions hereunder by either party shall constitute a breach of and a default under this Agreement by the party so failing to perform. In calculating any period of time provided for in this Agreement, the number of days allowed shall refer to calendar and not Business Days unless otherwise specified. If any day scheduled for performance of any obligation hereunder shall occur on a day that is not a week day or a day on which the Boulder City offices are open for business (a "***Business Day***"), the time period allowed and day for performance shall be continued to the next Business Day.

Section 4.16. SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties, and if there shall be more than one party hereto as the Company, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of the Company unless the assignment to such assignee has been approved by the City in writing as provided in Section 2.01(g) hereof.

[SIGNATURE PAGE FOLLOWS]

DATED this 14th day of October, 2004.

CITY OF BOULDER

By _____
Frank W. Bruno, City Manager

Date: October 14, 2004

Attest:

By _____
City Clerk on behalf
of the Director of Finance and Record

Approved as to form:

By _____
Ariel Pierre Calonne, City Attorney

POLLARD FRIENDLY MOTOR CO., a Colorado corporation

By _____
Name James M. Pollard Jr
Title President

Date: October 14, 2004

APPENDIX I
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Closing	Section 2.01(c)
Code	Section 3.01(iii)
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Yards Parcel Environmental Report ..... Section 2.01(i)
Yards Parcel Subdivision Process..... Section 2.03(a)

Exhibit A

6.6 Acre Parcel



June 1, 2004

1 inch equals 100 feet

EXHIBIT B

OCTOBER 4, 2004

A DESCRIPTION OF THE WESTERLY PORTION OF THE POLLARD MOTOR COMPANY PROPERTY AT THE NORTHEAST CORNER OF PEARL STREET AND 30TH STREET, FOR THE CITY OF BOULDER.

LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5 F-1 #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS S00°14'20"E, THENCE N89°40'15"E, 663.15 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29; THENCE S00°12'00"E, 121.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE N79°49'40"W, 131.13 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE S89°45'40"W, 140.20 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

THENCE S00°59'00"E, 213.11 FEET;

THENCE N89°45'40"E, 63.99 FEET;

THENCE S00°59'00"E, 343.09 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;

THENCE S74°49'00"W, 46.16 ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET;

THENCE S77°01'09"W, 195.16 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET;

THENCE S74°49'00"W, 117.85 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHWESTERLY, 69.39 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 56°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS N77°11'00"W, 66.67 FEET;

THENCE NORTHWESTERLY, 2.33 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO 3000 PEARL PARTNERSHIP AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1075 AS RECEPTION NO. 351290 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE 3°42'30" AND BEING SUBTENDED BY A CHORD THAT BEARS N35°56'46"W, 2.33 FEET;

THENCE N00°14'20"W, 20.34 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1075 AS RECEPTION NO. 351290 TO THE NORTHWESTERLY CORNER THEREOF;

THENCE N01°29'13"W, 102.93 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 30TH STREET IN THE CITY OF BOULDER TO THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE N02°11'10"W, 206.81 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER THEREOF;

THENCE N75°11'50"E, 0.46 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE N02°11'10"W, 20.00 FEET ALONG THE WEST LINE OF SAID LOT 3;

THENCE N00°14'20"W, 274.50 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF;

THENCE N89°45'40"E, 353.40 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

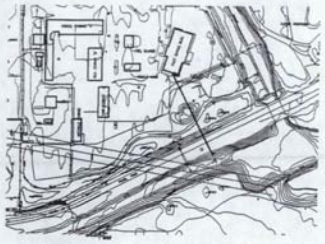
AREA = 239,456 SQUARE FEET, MORE OR LESS.

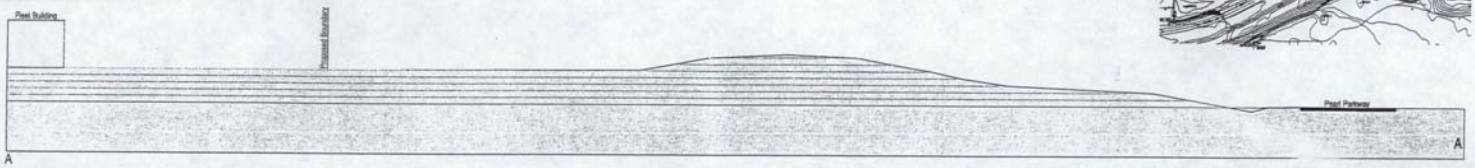
LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL, BARRELL & CO.
4840 PEARL EAST CIRCLE, SUITE 114
BOULDER, CO 80301-2475
(303) 442-4338

(K. ALBERS - 2607-25A - 5694L.KSA)

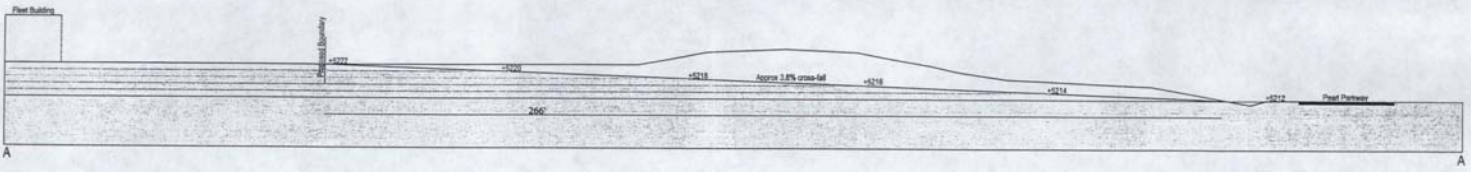
EXHIBIT C

Key Plan

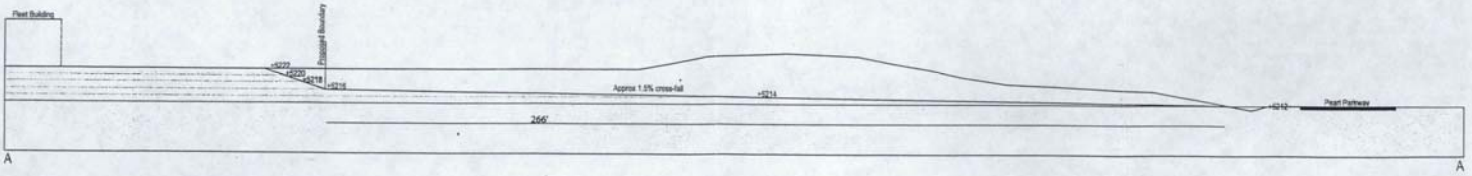




Section A.A.: Existing Landform (2' contour intervals)



Section A. A.: Sloped Landform Alternative (2' contour intervals)



Section A. A.: Benched Landform Alternative (2' contour intervals)

EDAW

05 December 2003

Boulder City Yards

City Yards Site Sections

FIRST AMENDMENT TO OPTION AGREEMENT

This First Amendment to Option Agreement is entered into this 14th day of August, 2014, by and between the **CITY OF BOULDER**, a Colorado municipal corporation (the "***City***") and **POLLARD FRIENDLY MOTOR CO.**, a Colorado corporation whose address is 2360 30th Street, Boulder, Colorado 80301 (the "***Company***"). The City and the Company are each referred to herein as a "Party" and collectively referred to as the "Parties".

RECITALS

A. The Parties previously entered into that certain Option Agreement, dated October 14, 2004, which provided for the purchase, sale and lease of certain real properties, as further provided therein (the "***Option Agreement***"). The terms used herein shall have the same meanings as were defined in the Option Agreement.

B. The Parties have now agreed to extend the deadline for the exercise of the Option by the Company and the purpose of this First Amendment is to set forth the terms of that extension.

NOW, THEREFORE, for valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **AMENDMENT.**

1.1 Section 2.01 (b) is amended in its entirety and replaced as follows:

Section 2.01. Grant of Option

(b) ***Option Term.*** The option term (the "***Option Term***") shall begin on the Effective Date and shall, unless otherwise terminated as a result of an Event of Default hereunder, expire on November 14, 2014 (the "***Original Expiration Date***") unless extended as provided in Section 2.02 (such extended date to be known as (the "***Extended Expiration Date***");

1.2 Section 2.01 (c) is amended in its entirety and replaced as follows:

Section 2.01. Grant of Option

(c) ***Option Exercise; Closing Date.*** The Company shall exercise the Option granted hereunder by giving the City written notice of the Company's intent to exercise this Option on or before seven (7) calendar days after the substantial completion of the grading work at the Yards Parcel and (ii) the receipt by Pollard of an updated Yards Parcel Environmental Report (the "***Option Exercise Notice").*** The Option Exercise Notice shall set a closing (the "***Closing***") on a closing date that shall be a date that is at least thirty (30 but no more than ninety (90) days after the date of the Option Exercise Notice (the "***Option Closing Date***"). The hour and place of Closing shall be as designated by the Title Company.

2. **RATIFICATION.** Except as modified by this First Amendment, the Option Agreement is hereby ratified and affirmed and remains in full force and effect.

3. **COUNTERPART EXECUTION AND FACSIMILE SIGNATURES.** This First Amendment may be executed in counterparts, all of which taken together shall be deemed one original. Facsimile transmission of signatures shall be accepted as originals.

IN WITNESS WHEREOF, the parties to this First Amendment have executed it as of the date first above written.

CITY OF BOULDER

By: Jane S Brautigam
Jane S. Brautigam, City Manager 8-14-2014

Attest:

By: Alisa D Lewis
City Clerk

Approved as to form:

By:
City Attorney's Office 8-14-2014

POLLARD FRIENDLY MOTOR CO.,
a Colorado corporation

By: _____
Douglas B. Pollard., Vice President
Date: _____

IN WITNESS WHEREOF, the parties to this First Amendment have executed it as of the date first above written.

CITY OF BOULDER

By: _____
_____, City Manager
Date: _____

Attest:

By: _____
City Clerk on behalf of the
Director of Finance and Record

Approved as to form:

By: _____
_____, City Attorney

POLLARD FRIENDLY MOTOR CO.,
a Colorado corporation

By: _____
Douglas B. Pollard., Vice President
Date: 8-14-14

SECOND AMENDMENT TO OPTION AGREEMENT AND EXTENSION OF LEASE

This Second Amendment to Option Agreement is entered into this 15TH day of December, 2014, by and between the **CITY OF BOULDER**, a Colorado municipal corporation (the "***City***") and **POLLARD FRIENDLY MOTOR CO.**, a Colorado corporation, whose address is 2360 30th Street, Boulder, Colorado 80301 (the "***Company***"). The City and the Company are each referred to herein as a "Party" and collectively referred to as the "Parties".

RECITALS

A. The Parties previously entered into that certain Option Agreement, dated October 14, 2004 and amended on August 14, 2014, which provided for the purchase, sale and lease of certain real properties, as further provided therein (the "***Option Agreement***"). The terms used herein shall have the same meanings as were defined in the Option Agreement.

B. The City and Company previously entered into that certain Lease Agreement dated October 14, 2004 (the "***Lease***").

C. The Parties have now agreed to extend the Option Closing Date and the Termination Date of the Lease and the purpose of this Second Amendment is to set forth the terms of that extension.

NOW, THEREFORE, for valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **OPTION CLOSING DATE.** The Option Closing Date shall be the earlier of: (i) fourteen (14) days following notice to the City from the Company; or, if not sooner closed, (ii) February 4, 2015.

2. **TITLE OBJECTION DEADLINE.** The Title Objection Deadline (as that term is defined in section 2.01(d)(iii) of the Option Agreement) shall be the first business day that is at least seven (7) days from the Company's receipt of the Survey.

3. **EXTENSION OF LEASE.** The Lease shall remain in full force and effect for a period of up to two (2) years from the date, hereof, provided that Company may terminate the Lease earlier by providing one hundred eighty (180) days written notice to the City, subject to all other obligations in the Lease.

4. **RATIFICATION.** Except as modified by this Second Amendment, the Option Agreement and Lease are hereby ratified and affirmed and remain in full force and effect.

5. **COUNTERPART EXECUTION AND FACSIMILE SIGNATURES.** This Second Amendment may be executed in counterparts, all of which taken together shall be deemed one original. Facsimile transmission of signatures shall be accepted as originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties to this Second Amendment have executed it as of the date first above written.

CITY OF BOULDER

By: Jane S Brautigam
Jane S. Brautigam, City Manager

ATTEST:

Alisa D Lewis
City Clerk

APPROVED AS TO FORM:

City Attorney's Office

12-17-2014
Date

POLLARD FRIENDLY MOTOR CO.,
a Colorado corporation

By: James M Pollard
James M. Pollard., President
Date: 12-22-14

THIRD AMENDMENT TO OPTION AGREEMENT

This Third Amendment to Option Agreement is entered into effective as of the 4th day of February, 2015, by and between the **CITY OF BOULDER**, a Colorado municipal corporation (the "***City***") and **POLLARD FRIENDLY MOTOR CO.**, a Colorado corporation, whose address is 2360 30th Street, Boulder, Colorado 80301 (the "***Company***"). The City and the Company are each referred to herein as a "Party" and collectively referred to as the "Parties".

RECITALS

A. The Parties previously entered into that certain Option Agreement, dated October 14, 2004 amended on August 14, 2014 and again on December 15, 2014, which provided for the purchase, sale and lease of certain real properties, as further provided therein (the "***Option Agreement***"). The terms used herein shall have the same meanings as were defined in the Option Agreement.

B. The Parties have now agreed to extend the Option Closing Date and the purpose of this Third Amendment is to set forth the terms of that extension.

NOW, THEREFORE, for valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **OPTION CLOSING DATE.** The Option Closing Date shall be the earlier of: (i) one day following the City's delivery of an executed Special Warranty Deed to the Title Company; or, if not sooner closed, (ii) February 13, 2015.

2. **RATIFICATION.** Except as modified by this Third Amendment, the Option Agreement and Lease are hereby ratified and affirmed and remain in full force and effect.

3. **COUNTERPART EXECUTION AND FACSIMILE SIGNATURES.** This Third Amendment may be executed in counterparts, all of which taken together shall be deemed one original. Facsimile transmission of signatures shall be accepted as originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties to this Third Amendment have executed it as of the date first above written.

CITY OF BOULDER

By: Jane S Brautigam
Jane S. Brautigam, City Manager

ATTEST:

Deputy Dianne Marshall
City Clerk

APPROVED AS TO FORM:

Hella Pannewig
City Attorney's Office

2-4-2015
Date

POLLARD FRIENDLY MOTOR CO.,
a Colorado corporation

By: James M Pollard
James M. Pollard, President
Date: 2-4-2015

CITY OF BOULDER, COLORADO

Office of the City Attorney
Municipal Building
1777 Broadway
Post Office Box 791
Boulder, Colorado 80306
Telephone (303) 441-3020
Facsimile (303) 441-3859

November 6, 2014

Cameron Grant
515 Kimbark Street, Second Floor
P.O. Box 978
Longmont, CO 80502
CGrant@lgkhlaw.com

Joseph C. French
2960 Diagonal Hwy., Ste. 207
Boulder, CO 80301
jcfrench@fsmlaw.com

Re: Yards Parcel Completion Notice

Dear Mr. Grant and Mr. French:

The City of Boulder is pleased to inform you that Lots 2 and 3 of the Yards Subdivision are substantially complete as anticipated in § 2.01(k) of the Option Agreement between the City of Boulder ("City") and Pollard Friendly Motor Co. ("Company") dated October 14, 2004 ("Option Agreement") and First amendment to Option Agreement dated August 14, 2014 ("First Amendment").

The City has performed its obligations under 2.01(d) and 2.03 of the Option Agreement, with the exception of the items referenced in Paragraphs c(1) – c(5), below. The work performed under said subsections has been reviewed and found, to the city's best knowledge, information and belief, to be substantially complete. Substantial completion is the stage in the progress of the work when the work is sufficiently complete so that the Company can complete the closing on the Property pursuant to the terms of the Contract Documents. The date of this letter shall constitute the date of the Yards Parcel Completion Notice as provided in § 2.01(k).

As the three of us discussed on the phone on October 3, 2014, I agreed to draft a list that includes the outstanding issues for completion and the party that has the responsibility for completion. In that regard, please consider the following concerning Section 2.03 of the Option Agreement:

(a) Subdivision and Zoning of Yards Parcel. The property is subdivided and zoned as anticipated in the agreement. The Company is presently in the City's development review process adjusting the property boundary between Lots 2 & 3 to make adjustments that the Company finds prudent for its purposes.

Re: Yards Parcel Completion Notice

(b) Utility Service. Utility lines for all utilities are available at the new boundary of the Yards Parcel and the size and capacity of such lines are adequate to serve the building to be constructed for use as a dealership by the Company that is anticipated by the Option Agreement. The Company has a technical document review application presently pending before the City. The Company will be responsible for extending utilities from the boundary of the Yards Parcel to any improvements that it constructs on the Yards Parcel. Any issues related to the final design and construction of utility hook up will be addressed in the technical document and building permit review process. The City will provide any off-site easements necessary to allow connection to the utility lines.

(c) Streets. The City is obligated to make the following street improvements:

1. The **New Street** has been partially constructed. The eastern edge of the street has not finished being constructed. The City is responsible for completing the construction of the eastern edge of the New Street, including the installation of curb, gutter, sidewalk and one curb-cut. Since the Company will be constructing its auto dealership, the Company may complete such construction and the City will reimburse the Company for that work. Prior to contracting with such work, the Company will provide the cost of such improvements. If the City determines that the costs are unreasonable or otherwise too expensive, the City will reject the proposed cost and will cause such construction to be completed within a reasonable time and in cooperation with the Company. The specifications for this construction are included in the Company's technical document review materials.

2. **Curb Cuts.** The City is responsible for the construction of the curb cuts, curbs, and sidewalks on or adjacent to the Property or that will otherwise be required by a governmental entity. The Contract provides that there shall be a minimum of two curb cuts on Pearl Parkway, one on Old Pearl Street and one on the New Street. When the contract was entered into, it was anticipated that the City would convey the parcel as one lot. When the Property was subdivided, at the Company's request, the City created two lots. The City is obligated to construct one curb cute, as that is what is typically required from a regulatory perspective. The City will be responsible for installing a curb-cut off of the New Street, as provided above. The Company shall be responsible for any additional curb cuts. Since the Company will be constructing its auto dealership, the City will construct the curb cut within a reasonable time after a request by the Company, or whenever it finds that it is prudent to construct it, whichever occurs first. .

3. **Sidewalks along Pearl Parkway.** The City will be responsible for constructing the Pearl Parkway adjacent to the property. Since the Company will be constructing its Auto dealership, the City will construct the Pearl Parkway sidewalk within a reasonable time after a

request by the Company, or whenever it finds that it is prudent to construct it, whichever occurs first.

4. **Old Pearl Extension.** The City will, at its expense, extend and improve Old Pearl Street, including sidewalks to connect with Pearl Parkway when the City deems necessary.

5. **Traffic Signal at Old Pearl.** The City will, at its expense, install a traffic signal at the intersection of Old Pearl Street and Pearl Parkway at such time as the City deems such installation to be required in accordance with its then current traffic volume threshold, traffic safety, zoning and planning requirements.

(d) Demolition of Improvements; Grading. The City demolished and removed improvements at the property and grading generally as shown on the 12/5/2003 EDAW Map. The City worked with the Company's consultants to prepare the property in a manner that is consistent with the Company's development plans. The over lot grading has been completed.

(e) Fencing of Site. The City constructed a security fence along the entire north boundary and along the west boundary adjacent to the New Street. There is no fence proposed along the west property line

(f) Prairie Dogs. The prairie dog colonies were removed prior to the over lot grading process. This effort is complete.

Additionally, also consider the following regarding Section 2.01(d) of the Option Agreement. The numbers reflect the numbers that are in the option agreement.

(i) Title Commitment. Mr. Grant will obtain an updated title commitment. Doug Newcomb will coordinate with the title company to schedule a closing, assuming of course that the Company exercises the option.

(ii) Tax Certificate. Doug Newcomb will secure a tax certificate within 30 days after the Option Exercise Notice is received from the Company.

(v) Survey. The City will obtain a survey update. The Contract provides that the update be of a quality that will allow the title company to remove some of its standard conditions. Doug Newcomb will insure that this task is completed.

In accordance with Section 2.01(k) of the Option Agreement, the City contracted with Richard Luce, P.G., from Freedom Environmental Consultants, Inc. to monitor the over lot grading efforts and to update the environmental report. The report is dated September 25, 2014

Re: Yards Parcel Completion Notice

---

and has been provided to you. Based on the lack of evidence of impacts on the site, it is Freedom's opinion that additional assessment is not warranted.

We appreciate all of the efforts the Company has done and continues to do to bring this important project to a close. Please feel free to call me if you have any questions.

Sincerely,

David Gehr
Deputy City Attorney
City of Boulder

cc: Tracy Winfree, Public Works - Director of Transportation

Jeffrey J. Kahn
John Wade Gaddis
Bradley A. Hall
Steven P. Jeffers
Anton V. Dworak
Adele L. Reester
Catherine A. Tallerico
Scott E. Holwick
Cameron A. Grant

Richard N. Lyons, II
Senior Counsel

Lyons Gaddis Kahn Hall
Jeffers Dworak & Grant
A Professional Corporation Attorneys and Counselors

Eve I. Canfield
Matthew Machado
Madoline Wallace-Gross
Chad A. Kupper
Blair M. Dickhoner
Elizabeth M. Joyce

Suzan D. Fritchel
Special Counsel

Wallace H. Grant
Of Counsel

Daniel F. Bernard
(1942-2011)

November 13, 2014

David Gehr
Deputy City Attorney
City of Boulder
1777 Broadway
P. O. Box 791
Boulder, Colorado 80306

VIA EMAIL GehrD@bouldercolorado.gov

ORIGINAL VIA FIRST CLASS MAIL

Re: *Yards Parcel Option Exercise Notice*

Dear Mr. Gehr:

Pollard Friendly Motor Co. is in receipt of your November 6, 2014 letter notifying us of the completion of the Yards Parcel in accordance with the Option Agreement between the City of Boulder ("City") and Pollard Friendly Motor Co. ("Pollard") dated October 14, 2004 ("Option Agreement") and First Amendment to Option Agreement dated August 14, 2014 ("First Amendment"). As provided in Section 2.01(c), as modified by the First Amendment, Pollard hereby provides this Option Exercise Notice confirming its election to proceed with the purchase of the Yards Parcel with a closing date of December 16, 2014.

Pollard also hereby provides notice to the City of its intent to assign the Option in accordance with Section 2.01(g) of the Option Agreement. We are in the process of forming a new entity for the purpose of owning the Yards Parcel and constructing and operating the new dealership. As provided in Section 2.01(g), this new entity will be comprised of Pollard Friendly Motor Co., James Pollard and Doug Pollard. The surviving company will continue to operate the dealership at 30th and Pearl pursuant to the existing Lease and will move that operation to the Yards Parcel site upon completion of the new building construction. Although not specifically required by the Option Agreement, Pollard would request your confirmation of the City's consent to this proposed assignment of the Option.

I will contact Land Title Guaranty Company and request an update of the title commitment. In addition, I will alert them to the scheduled closing date and confirm that they are prepared to close the transaction by the 16th. In the meantime, please let me know the status of the current platting effort.

Finally, I suggest that we convert the outstanding issues list from your November 6 letter into a closing agreement between Pollard and the City. I will prepare an initial draft for your review. Please get back to me to confirm your receipt of this Notice, provide an update on the platting status and discuss any additional issues.

I look forward to your reply.

Sincerely,

LYONS GADDIS KAHN HALL
JEFFERS DWORAK & GRANT, PC

By_____
Cameron A. Grant
cgrant@lgkhlaw.com

CAG:mcs
cc: James Pollard
Joseph C. French

2635324
Page: 1 of 5
10/15/2004 11:26A
Boulder County Clerk, CO WD R 26.00 D 480.89

(1)

SPECIAL WARRANTY DEED

[Statutory Form - CRS §38-30-115]

Grantor, THIRTIETH AND PEARL, LLC, a Colorado limited liability company, whose address is 720 Pearl St., Boulder, CO 80302, for the consideration of FOUR MILLION EIGHT HUNDRED EIGHT THOUSAND EIGHT HUNDRED NINETY THREE AND 33/100 DOLLARS ($4,808,893.33), in hand paid, hereby sells and conveys to THE BOULDER MUNICIPAL PROPERTY AUTHORITY, a Colorado nonprofit corporation, Grantee, whose street address is 1777 Broadway, Boulder, CO 80302, the following real property in the County of Boulder and State of Colorado, to wit:

Legal description attached hereto as Exhibit A, and incorporated herein by reference.

with all its appurtenances and warrants the title against all persons claiming under Grantor, subject to real property taxes for the year 2004, and subsequent years; and except as set for in Exhibit B, attached hereto and incorporated herein by reference.

Signed this 14th day of October, 2004.

Thirtieth and Pearl, LLC, a Colorado limited liability company

By: James M Pollard Jr manager
James M. Pollard, Jr., Manager

By: Paul Carleton Manager
Paul Carleton, Manager

By: Joseph C French, Manager
Joseph C. French, Manager

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 14th day of October, 2004, by James M. Pollard, Jr., Paul Carleton and Joseph C. French as Managers of Thirtieth and Pearl, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

(SEAL)

KIMBERLY A. SKARI
NOTARY PUBLIC
STATE OF COLORADO

Kimberly A Skari
Notary Public

Address: Denver, Colorado

ROB

EXHIBIT A
LEGAL DESCRIPTION

Our Order No. WC80007603.2

PARCEL A:

ALL THAT PORTION OF LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5, F-1, #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS SOUTH 00 DEGREES 14'20" EAST, THENCE NORTH 89 DEGREES 40'15" EAST, 663.15 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29; THENCE SOUTH 00 DEGREES 12'00" EAST, 121.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH 79 DEGREES 49'40" WEST, 131.13 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 45'40" WEST, 140.20 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 59'00" EAST, 213.11 FEET;
THENCE NORTH 89 DEGREES 45'40" EAST, 63.99 FEET;
THENCE SOUTH 00 DEGREES 59'00" EAST, 343.09 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;
THENCE SOUTH 74 DEGREES 49'00" WEST, 46.16 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF PEARL STREET;
THENCE SOUTH 77 DEGREES 01'09" WEST, 195.16 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID PEARL STREET;
THENCE SOUTH 74 DEGREES 49'00" WEST, 117.85 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID PEARL STREET TO A POINT OF CURVE TO THE RIGHT;
THENCE NORTHWESTERLY, 69.39 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 56 DEGREES 00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 77 DEGREES 11'00" WEST, 66.67 FEET;
THENCE NORTHWESTERLY, 2.33 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO 3000 PEARL PARTNERSHIP AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1075 AS RECEPTION NO. 351290 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 3 DEGREES 42'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35 DEGREES 56'46" WEST, 2.33 FEET;
THENCE NORTH 00 DEGREES 14'20" WEST, 20.34 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1075 AS RECEPTION NO. 351290 TO THE NORTHWESTERLY CORNER THEREOF;
THENCE NORTH 01 DEGREES 29'13" WEST, 102.93 FEET ALONG THE EAST RIGHT OF WAY LINE OF 30TH STREET IN THE CITY OF BOULDER TO THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE NORTH 02 DEGREES 11' 10" WEST, 206.81 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER THEREOF;
THENCE NORTH 75 DEGREES 11'50" EAST, 0.46 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 3;

Our Order No. WC80007603.2

THENCE NORTH 02 DEGREES 11'10" WEST, 20.00 FEET ALONG THE WEST LINE OF SAID LOT 3;
THENCE NORTH 00 DEGREES 14'20" WEST, 274.50 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF;
THENCE NORTH 89 DEGREES 45'40" EAST, 353.40 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING,
COUNTY OF BOULDER, STATE OF COLORADO.

LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL, BARRELL & CO.
4840 PEARL EAST CIRCLE, SUITE 114
BOULDER, CO 80301-2475
(303) 442-4338

EXHIBIT B **Our Order No.** WC80007603.2

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF COMM 30.

RIGHT OF WAY AND INCIDENTAL PURPOSES GRANTED TO MELVIN C. GOSS FOR ELECTRIC TRANSMISSION LINES AND TOWERS RECORDED NOVEMBER 06, 1924 IN BOOK 511 AT PAGE 322.

NOTE: DELIMITATION OF SAID RIGHT OF WAY RECORDED NOVEMBER 04, 1974 UNDER RECEPTION NO. 120453.

CORRECTION OF SAID DELIMITATION RECORDED JULY 29, 1986 UNDER RECEPTION NO. 777090.

UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED December 09, 1970, UNDER RECEPTION NO. 961896.

UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED August 31, 1971, UNDER RECEPTION NO. 988331.

TERMS, CONDITIONS AND PROVISIONS OF EASEMENT GRANT RECORDED September 10, 1976 AT RECEPTION NO. 191654.

MINERAL AND MINERAL RIGHTS RESERVATION AS EVIDENCED BY MINERAL DEED RECORDED DECEMBER 18, 1984 UNDER RECEPTION NO. 662710.

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED May 17, 1202 UNDER RECEPTION NO. 2288476.

TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT TO THE CITY OF BOULDER RECORDED March 21, 1994 AT RECEPTION NO. 1407319.

RESERVATIONS BY THE CITY OF BOULDER CONTAINED IN DEED RECORDED MARCH 21, 1994 UNDER RECEPTION NO. 1407321.

RESERVATION OF IMPROVEMENTS BY UNION PACIFIC RAILROAD COMPANY CONTAINED IN DEED RECORDED AUGUST 05, 1987 UNDER RECEPTION NO. 868399.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF BOULDER ORDINANCE NO. 7392 REGARDING EXEMPTION FROM SUBDIVISION PROCESS RECORDED October 12, 2004 AT RECEPTION NO. 2634388.

ANY BOUNDARY DISCREPANCY DUE TO THE LOCATION OF FENCE LINES ACROSS ALL PARCELS OF SUBJECT PROPERTY, AND ACROSS THE NORTHERLY PORTION OF PARCELS B AND C, AS MORE PARTICULARLY EVIDENCED ON SURVEY BY DREXEL, BARRELL & CO., JOB NO. 2607-25A, DATED MARCH 2, 2000 AND LAST REVISED SEPTEMBER 24, 2004, AND THE EFFECT OF ANY RIGHT, TITLE OR INTEREST THAT MAY BE CLAIMED DUE TO ANY SAID DISCREPANCY.

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Page: 5 of 5
10/15/2004 11:26A
Boulder County Clerk, CO WD
R 26.00 D 480.89

EXHIBIT B **Our Order No.** WC80007603.2

EXISTENCE OF OVERHEAD POWERLINES, POWER POLES, WATERLINES, TELEPHONE MANHOLE COVERS, WATERMETER VALVES AND DRAINAGE GRATE, OVER, ACROSS AND THROUGH SUBJECT PROPERTY AND OUTSIDE OF RECORDED EASEMENTS AS MORE PARTICULARLY EVIDENCED ON SURVEY BY DREXEL, BARRELL & CO., JOB NO. 2607-25A, DATED MARCH 2, 2000, LAST REVISED SEPTEMBER 24, 2004.

LOCATION OF A PORTION OF SUBJECT PROPERTY WITHIN FLOOD ZONE AS EVIDENCED ON SURVEY BY DREXEL, BARRELL & CO., JOB NO. 2607-25A, DATED MARCH 2, 2000, AND LAST REVISED SEPTEMBER 24, 2004.

Return To:

City of Boulder, City Attorney
~~Open Space & Mountain Parks~~
P.O. Box 791
Boulder, CO 80306
attn: Rosemary Gearhart

2635326
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10/15/2004 11:26A
Boulder County Clerk, CO DT R 71.00 D 0.00

DEED OF TRUST [1]

(3)

THIS DEED OF TRUST is made this October 14, 2004, from THE BOULDER MUNICIPAL PROPERTY AUTHORITY, 1777 Broadway, Boulder, CO 80302, hereinafter referred to as "Grantor", which designation shall include its successors in interest, to THE PUBLIC TRUSTEE of Boulder County, in the State of Colorado, hereinafter referred to as "Public Trustee", for the benefit of Thirtieth and Pearl, LLC, whose address is 720 Pearl Street, Boulder, Colorado 80302, as registered owner of the hereinafter-defined Note.

WITNESSETH, THAT:

WHEREAS, Grantor has executed its "Lease Purchase Revenue Note, Series 2004B", dated October 14, 2004 (together with any replacement thereof reflecting an assignee as registered owner, the "Note"), in the principal amount of TWO MILLION SIX HUNDRED THOUSAND DOLLARS ($2,600,000) with its final maturity being October 1, 2014, payable to the order of Thirtieth and Pearl, LLC or registered assigns, (including registered owners holding a replacement Note) hereinafter referred to as "Lender", whose principal office or address is at 720 Pearl Street, Boulder, Colorado 80302, in monthly installments of principal and interest payable on the first day of each month, commencing November 1, 2004, as provided therein. The schedule of total payments on the Note is set forth as Exhibit A hereto and incorporated herein.

NOW, THEREFORE, Grantor, for the purpose of securing payments of the principal and interest and all other sums due under the terms and conditions of said Note and this Deed of Trust, and in consideration of these premises, does hereby grant, bargain, and sell and convey unto the said Public Trustee for the benefit of the Lender, in trust forever, with power of sale, its interest in the property in Boulder County, Colorado, described in Exhibit B hereto, which is incorporated herein, together with all easements and rights appurtenant thereto (the "Land" or "Property").

TOGETHER with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein, and all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including, without limiting the generality thereof, all apparatus, equipment or fixtures, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and screens, venetian blinds, window shades, storm doors and windows, wall-to-wall carpeting, attached floor coverings, stoves and water heaters, and including all accessions, additions and replacements (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all the rents, issues and profits of said premises, and any easements, water rights and ditch rights used upon or in connection therewith (collectively, with the Land, the "Mortgaged Property").

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[1] This Deed of Trust also constitutes a financing statement covering goods which are or are to become fixtures related to the above-described real property.

ROB

TO HAVE AND TO HOLD the said described premises, improvements, fixtures, apparatus and equipment, together with all and singular rights, privileges, hereditaments and appurtenances in anywise appertaining or belonging thereto.

IN TRUST NEVERTHELESS, that in case of any breach or default hereunder by Grantor or its successors in interest, according to the tenor and effect of said Note or this Deed of Trust, the Lender may file the Note and notice with the Public Trustee declaring such default and its election and demand that said Property be advertised for sale and sold in accordance with the statutes of the State of Colorado in such cases made and provided; and thereupon said Public Trustee shall sell and dispose of said premises and all the right, title, and interest of said Grantor, its successors or assigns therein, at Public Auction at the principal entrance of the Court House in the above designated County of Colorado wherein said Property is located, or at such place authorized by law as specified in the notice of sale, for the highest and best price the same will bring in cash, four weeks public notice by advertisement, weekly, in some newspaper of general circulation published in said County having been previously given, and copies of said notice having been mailed in accordance with the said statutes of the State of Colorado.

Grantor warrants title to and possession of the Mortgaged Property and hereby absolutely waives and releases all exemptions now vested or hereafter acquired under present or future statutes of the State of Colorado, and Grantor further warrants that said premises are free and clear of all liens and encumbrances, except the lien of general taxes, if any, for the current year, and the permitted exceptions set forth in Exhibit C hereto.

IN ORDER TO PROTECT MORE FULLY THE SECURITY OF THIS DEED OF TRUST, GRANTOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. To pay promptly all and singular the principal and interest and all other sums of money payable by virtue of said Note and this Deed of Trust. The Note is non-recourse and shall be payable only from payments received from the City of Boulder, Colorado (the "City"), pursuant to the hereinafter defined Agreement, on the days respectively that the same severally become due and to perform each and every stipulation, agreement, and condition in said Note and this Deed of Trust.

2. To pay promptly all taxes, assessments, levies, insurance premiums, and all other liabilities, obligations, and encumbrances as they become due; provided that in the event the Lender shall be or become liable for or obligated to pay any tax or assessment whatever under any present or future governmental law or levy for and on account of the Note or this Deed of Trust securing the same, to pay the Lender at least ten days prior to the due date of said tax or assessments, the full amount thereof.

3. Not to transfer, sell or assign (each a "Transfer") without Lender's prior written consent or to lease the Property herein described, other than pursuant to and as permitted under the Lease Purchase Agreement dated October 14, 2004 (the "Agreement"), between Grantor and the City without the written consent of the Lender. Consent is hereby given for the further lease by the City to Pollard Friendly Motor Co. (the "Tenant") pursuant to

a triple net lease agreement dated October 14, 2004 (the "Lease"). The Lease shall be assigned by the City to Grantor as additional security of the amounts due under the Agreement. In the event that the City, as landlord under the Lease, defaults under the Lease or otherwise in the event that the City defaults under the Agreement, the Grantor agrees that, so long as the Tenant pays all rents and other charges as specified in the Lease to the Grantor and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Grantor agrees that, in the event that the Agreement is terminated, Tenant's possession of the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of such termination of the Agreement. The Tenant shall be deemed a third-party beneficiary of this provision. For purposes of this Section 3, except as otherwise expressly provided in this Deed of Trust, the following events shall be referred to herein as a "Transfer" by Grantor: (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Grantor, (v) the reorganization, liquidation or dissolution of the Grantor

4. Except as provided in 3 above, not to alienate or encumber said real Property to the prejudice of the Lender, or commit, permit, or suffer any waste, impairment, or depreciation of said Property, or any of its appurtenances, and regardless of natural depreciation, to keep said Property and the improvements thereon, if any, at all times in good repair. The Lender shall have the right, at any and all reasonable times, to inspect the premises.

5. Not to use the premises in violation of any covenant as to uses or reservation to which title to the Property herein conveyed is subject, or in violation of any municipal ordinance or of a state or federal statute. In the event improvements are made on the premises, all plans, specifications, and construction shall comply with all ordinances and regulations or orders promulgated by lawful authority and upon completion conform to rules of fire underwriters.

6. That if this Deed of Trust is foreclosed, a reasonable sum shall be allowed as attorney's fees. In case of the commencement of collection effort or of a foreclosure by the placement of the Note and this Deed of Trust into the possession of an attorney for such purpose, Grantor will pay upon demand a reasonable attorney's fee even though a foreclosure proceeding does not follow, and such fee shall become so much additional indebtedness secured by this Deed of Trust.

7. That in the event of foreclosure of this Deed of Trust, all right, title, and interest of Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. That time is of the essence hereof, and if default be made in making any payment or reimbursement according to the tenor and effect of the Note or this Deed of Trust, or any part thereof, or if there is a breach in any of the covenants and agreements therein or herein, or if proceedings are instituted to enforce any other lien upon said Property, or upon the filing of a proceeding in bankruptcy by or against Grantor, or if Grantor shall abandon any of said Property, then in any of such events and regardless of any other remedy available, the whole of the indebtedness hereby secured and the interest thereon may at once, at the option of the legal holder thereof, become due and payable, and this Deed of Trust be foreclosed in the manner and with the same effect as if said indebtedness had matured.

9. That in case of any default under the Note, the Lender shall have the right of foreclosure hereunder, and thereupon the Lender shall at once become entitled to an undivided interest in the possession, use, and enjoyment of the Property aforesaid, and to the rents, issues, and profits thereof, from the accruing of such right and during the pendancy of foreclosure proceedings and the period of prepayment, if any there be; and as additional security and in confirmation thereof, Grantor hereby assigns and sets over to the Lender all such rents, issues, and profits due or to become due, together with the right of possession and the right to rent the premises as the Lender may deem proper, without Court proceedings or having a receiver appointed herefor, and together with the right to apply net rentals after expenses to the indebtedness due. Upon receipt of a written request from the Lender, all tenants of said premises are hereby directed to pay promptly all rent as it falls due directly to the Lender or manager designated by the Lender. Such possession, use, enjoyment, rents, issues, and profits shall at once be delivered to the Lender or the holder of the Note on request, and on refusal, the delivery of such possession may be enforced by any appropriate civil suit or proceeding, and the Lender or the holder of the Note shall be entitled to a receiver for said Property, and of the rents, issues, and profits thereof, including the time covered by foreclosure proceedings and the period of prepayment, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Grantor or of the then owner of said Property and without regard to the value of the Property. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice. Notice, and any such application and appointment without notice being hereby expressly waived and consented to by Grantor for and on its own behalf and on behalf of its heirs, assigns, and legal representatives, and all persons claiming by, through, or under it, and all rents, issues and profits, income and revenue of said Property shall be applied by such receiver according to law and the orders and directions of the Court.

10. That each right, power, and remedy herein conferred is cumulative of every other right, power, and remedy of the Lender whether herein or by law or by the Note conferred and may be enforced concurrently therewith. That no waiver, express or implied, of the

performance of any obligation, agreement, or covenant hereof shall be deemed or taken to be a waiver of any other or succeeding obligation, agreement, or covenant of the Note or of this Deed of Trust; that no payment or advancement by the Lender hereunder on behalf of the Grantor shall be deemed a waiver of the breach occurring or the right to elect to foreclose this Deed of Trust; and the indulgence of the Lender to Grantor in not exercising its option to declare the indebtedness to be due and payable upon the happening of any of the events or conditions herein described shall not, even though such indulgence be repeated and extended, be construed as a waiver of the right of the Lender to exercise such option at any time thereafter and without notice to Grantor.

11. That it is hereby acknowledged by Grantor that the Note and this Deed of Trust may be assigned by Lender.

12. That all of the covenants and agreements herein contained shall run with the Property and shall extend to and be binding upon the heirs, executors, legal representatives, successors, and assigns (whether voluntary or involuntary by operation of law) of the Lender. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

13. That all payment obligations of the Grantor under the Note are non-recourse and, the obligations thereunder, under the Resolution and this Deed of Trust are special, limited revenue obligations of Grantor, payable solely from amounts received by Grantor from the City or realized by foreclosure under this Deed of Trust; and that the obligations of the City under the Agreement are subject to renewal of the Agreement each year by the City at its discretion, and are subject to the City Council appropriation each year.

14. If the Grantor fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Grantor if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph shall become additional indebtedness of Grantor secured by this Deed of Trust. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. All such sums actually expended shall be secured by the lien of this Deed of Trust, with interest thereon at 12% per annum.

15. Grantor shall maintain or cause the City to require the Tenant to maintain (under the terms of the Lease) all general and liability insurance on the Property and shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term of this Deed of Trust, in amounts and as required under the terms of the Lease.

16. Miscellaneous:

A. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

B. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Grantor shall not operate to release, in any manner, the liability of the original Grantor, nor Grantor's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Grantor nor Grantor's successors in interest.

C. Except for any notice required by law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Grantor or (2) mailing such notice by first-class U.S. mail, addressed to Grantor at Grantor's address stated herein or at such other address as Grantor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Lender when given in any manner designated herein.

D. A release of this Deed of Trust shall release any assignment of rents given as additional security. The Public Trustee may, upon production of the Note secured hereby duly canceled, release this Deed of Trust without further showing as to additional advances and without liability for so doing, and such release shall constitute a release of the lien of any such advances. When and if any release is required, Grantor shall pay the expense thereof.

[Remainder of page left intentionally blank – signature pages follow]

IN WITNESS WHEREOF, Grantor has hereunto set its hands the day and year first above written.

[SEAL]

THE BOULDER MUNICIPAL PROPERTY AUTHORITY, a Colorado non-profit corporation

By: Mark R. Ruzzin
President

ATTEST:

By: Cappie I. Fine
Secretary-Treasurer

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by Mark R. Ruzzin and Cappie I. Fine, as President and Secretary-Treasurer, respectively, of The Boulder Municipal Property Authority, a Colorado non-profit corporation.

WITNESS my hand and official seal.

[SEAL]

Julia B. Chase
Notary Public

My commission expires: 4/27/04

JULIA B. CHASE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04/27/2008

EXHIBIT A

Prepared For: BMPA
Prepared By: Douglas Newcomb
Principal: $2,600,000.00
Interest Rate: 6.5
Term (Years): 10
Total Months: 120
Monthly Payment: $29,522.47

Amortization Schedule

PMT NO.	Date	Interest Paid	Principal Paid	Principal Remaining	
1	12/01/2004	$14,083.33	$15,439.14	$2,584,560.86	*
	2004 Totals	**$14,083.33**	**$15,439.14**		
2	01/01/2005	$13,999.70	$15,522.77	$2,569,038.09	
3	02/01/2005	$13,915.62	$15,606.85	$2,553,431.24	
4	03/01/2005	$13,831.09	$15,691.39	$2,537,739.85	
5	04/01/2005	$13,746.09	$15,776.38	$2,521,963.47	
6	05/01/2005	$13,660.64	$15,861.84	$2,506,101.63	
7	06/01/2005	$13,574.72	$15,947.76	$2,490,153.87	
8	07/01/2005	$13,488.33	$16,034.14	$2,474,119.73	
9	08/01/2005	$13,401.48	$16,120.99	$2,457,998.74	
10	09/01/2005	$13,314.16	$16,208.31	$2,441,790.42	
11	10/01/2005	$13,226.36	$16,296.11	$2,425,494.32	
12	11/01/2005	$13,138.09	$16,384.38	$2,409,109.94	
13	12/01/2005	$13,049.35	$16,473.13	$2,392,636.81	
	2005 Totals	**$162,345.64**	**$191,924.05**		
14	01/01/2006	$12,960.12	$16,562.36	$2,376,074.45	
15	02/01/2006	$12,870.40	$16,652.07	$2,359,422.38	
16	03/01/2006	$12,780.20	$16,742.27	$2,342,680.11	
17	04/01/2006	$12,689.52	$16,832.96	$2,325,847.15	
18	05/01/2006	$12,598.34	$16,924.14	$2,308,923.02	
19	06/01/2006	$12,506.67	$17,015.81	$2,291,907.21	
20	07/01/2006	$12,414.50	$17,107.98	$2,274,799.23	
21	08/01/2006	$12,321.83	$17,200.64	$2,257,598.59	
22	09/01/2006	$12,228.66	$17,293.82	$2,240,304.77	
23	10/01/2006	$12,134.98	$17,387.49	$2,222,917.28	
24	11/01/2006	$12,040.80	$17,481.67	$2,205,435.61	
25	12/01/2006	$11,946.11	$17,576.36	$2,187,859.25	
	2006 Totals	**$149,492.13**	**$204,777.56**		
26	01/01/2007	$11,850.90	$17,671.67	$2,170,187.68	
27	02/01/2007	$11,755.18	$17,767.29	$2,152,420.38	
28	03/01/2007	$11,658.94	$17,863.53	$2,134,556.85	
29	04/01/2007	$11,562.18	$17,960.29	$2,116,596.56	
30	05/01/2007	$11,464.90	$18,057.58	$2,098,538.99	
31	06/01/2007	$11,367.09	$18,155.39	$2,080,383.60	
32	07/01/2007	$11,268.74	$18,253.73	$2,062,129.87	
33	08/01/2007	$11,169.87	$18,352.60	$2,043,777.27	
34	09/01/2007	$11,070.46	$18,452.01	$2,025,325.25	
35	10/01/2007	$10,970.51	$18,551.96	$2,006,773.29	

* Interest for October 14, 2004 through October 31, 2004 in the amount of $7,871.23 will be paid on October 14, 2004.

36	11/01/2007	$10,870.02	$18,652.45	$1,988,120.84
37	12/01/2007	$10,768.99	$18,753.49	$1,969,367.35
	2007 Totals	**$135,777.79**	**$218,491.89**	
38	01/01/2008	$10,667.41	$18,855.07	$1,950,512.28
39	02/01/2008	$10,565.27	$18,957.20	$1,931,555.08
40	03/01/2008	$10,462.59	$19,059.88	$1,912,495.20
41	04/01/2008	$10,359.35	$19,163.13	$1,893,332.08
42	05/01/2008	$10,255.55	$19,266.93	$1,874,065.15
43	06/01/2008	$10,151.19	$19,371.29	$1,854,693.86
44	07/01/2008	$10,046.26	$19,476.22	$1,835,217.65
45	08/01/2008	$9,940.76	$19,581.71	$1,815,635.93
46	09/01/2008	$9,834.69	$19,687.78	$1,795,948.16
47	10/01/2008	$9,728.05	$19,794.42	$1,776,153.73
48	11/01/2008	$9,620.83	$19,901.64	$1,756,252.09
49	12/01/2008	$9,513.03	$20,009.44	$1,736,242.65
	2008 Totals	**$121,144.99**	**$233,124.70**	
50	01/01/2009	$9,404.65	$20,117.83	$1,716,124.82
51	02/01/2009	$9,295.68	$20,226.80	$1,695,898.03
52	03/01/2009	$9,186.11	$20,336.36	$1,675,561.67
53	04/01/2009	$9,075.96	$20,446.52	$1,655,115.15
54	05/01/2009	$8,965.21	$20,557.27	$1,634,557.88
55	06/01/2009	$8,853.86	$20,668.62	$1,613,889.27
56	07/01/2009	$8,741.90	$20,780.57	$1,593,108.69
57	08/01/2009	$8,629.34	$20,893.14	$1,572,215.56
58	09/01/2009	$8,516.17	$21,006.31	$1,551,209.25
59	10/01/2009	$8,402.38	$21,120.09	$1,530,089.16
60	11/01/2009	$8,287.98	$21,234.49	$1,508,854.67
61	12/01/2009	$8,172.96	$21,349.51	$1,487,505.16
	2009 Totals	**$105,532.20**	**$248,737.49**	
62	01/01/2010	$8,057.32	$21,465.15	$1,466,040.00
63	02/01/2010	$7,941.05	$21,581.42	$1,444,458.58
64	03/01/2010	$7,824.15	$21,698.32	$1,422,760.25
65	04/01/2010	$7,706.62	$21,815.86	$1,400,944.40
66	05/01/2010	$7,588.45	$21,934.03	$1,379,010.37
67	06/01/2010	$7,469.64	$22,052.83	$1,356,957.54
68	07/01/2010	$7,350.19	$22,172.29	$1,334,785.25
69	08/01/2010	$7,230.09	$22,292.39	$1,312,492.86
70	09/01/2010	$7,109.34	$22,413.14	$1,290,079.73
71	10/01/2010	$6,987.93	$22,534.54	$1,267,545.18
72	11/01/2010	$6,865.87	$22,656.60	$1,244,888.58
73	12/01/2010	$6,743.15	$22,779.33	$1,222,109.25
	2010 Totals	**$88,873.78**	**$265,395.90**	
74	01/01/2011	$6,619.76	$22,902.72	$1,199,206.54
75	02/01/2011	$6,495.70	$23,026.77	$1,176,179.76
76	03/01/2011	$6,370.97	$23,151.50	$1,153,028.26
77	04/01/2011	$6,245.57	$23,276.90	$1,129,751.36
78	05/01/2011	$6,119.49	$23,402.99	$1,106,348.37
79	06/01/2011	$5,992.72	$23,529.75	$1,082,818.62
80	07/01/2011	$5,865.27	$23,657.21	$1,059,161.41
81	08/01/2011	$5,737.12	$23,785.35	$1,035,376.06
82	09/01/2011	$5,608.29	$23,914.19	$1,011,461.88
83	10/01/2011	$5,478.75	$24,043.72	$987,418.15
84	11/01/2011	$5,348.51	$24,173.96	$963,244.19

85	12/01/2011	$5,217.57	$24,304.90	$938,939.29
	2011 Totals	**$71,099.73**	**$283,169.96**	
86	01/01/2012	$5,085.92	$24,436.55	$914,502.74
87	02/01/2012	$4,953.56	$24,568.92	$889,933.82
88	03/01/2012	$4,820.47	$24,702.00	$865,231.82
89	04/01/2012	$4,686.67	$24,835.80	$840,396.02
90	05/01/2012	$4,552.15	$24,970.33	$815,425.69
91	06/01/2012	$4,416.89	$25,105.58	$790,320.11
92	07/01/2012	$4,280.90	$25,241.57	$765,078.53
93	08/01/2012	$4,144.18	$25,378.30	$739,700.24
94	09/01/2012	$4,006.71	$25,515.76	$714,184.47
95	10/01/2012	$3,868.50	$25,653.97	$688,530.50
96	11/01/2012	$3,729.54	$25,792.93	$662,737.56
97	12/01/2012	$3,589.83	$25,932.65	$636,804.92
	2012 Totals	**$52,135.31**	**$302,134.38**	
98	01/01/2013	$3,449.36	$26,073.11	$610,731.80
99	02/01/2013	$3,308.13	$26,214.34	$584,517.46
100	03/01/2013	$3,166.14	$26,356.34	$558,161.12
101	04/01/2013	$3,023.37	$26,499.10	$531,662.02
102	05/01/2013	$2,879.84	$26,642.64	$505,019.38
103	06/01/2013	$2,735.52	$26,786.95	$478,232.43
104	07/01/2013	$2,590.43	$26,932.05	$451,300.38
105	08/01/2013	$2,444.54	$27,077.93	$424,222.45
106	09/01/2013	$2,297.87	$27,224.60	$396,997.85
107	10/01/2013	$2,150.41	$27,372.07	$369,625.78
108	11/01/2013	$2,002.14	$27,520.33	$342,105.44
109	12/01/2013	$1,853.07	$27,669.40	$314,436.04
	2013 Totals	**$31,900.61**	**$322,368.86**	
110	01/01/2014	$1,703.20	$27,819.28	$286,616.76
111	02/01/2014	$1,552.51	$27,969.97	$258,646.80
112	03/01/2014	$1,401.00	$28,121.47	$230,525.33
113	04/01/2014	$1,248.68	$28,273.80	$202,251.53
114	05/01/2014	$1,095.53	$28,426.94	$173,824.59
115	06/01/2014	$941.55	$28,580.92	$145,243.66
116	07/01/2014	$786.74	$28,735.74	$116,507.92
117	08/01/2014	$631.08	$28,891.39	$87,616.53
118	09/01/2014	$474.59	$29,047.88	$58,568.65
119	10/01/2014	$317.25	$29,205.23	$29,363.42
120	11/01/2014	$159.05	$29,363.42	$0.00
	2014 Totals	**$10,311.17**	**$314,436.04**	

Total Interest Paid: $942,696.69 **Total Principal Paid: $2,600,000.00** **Total Paid: $3,542,696.69**

Information deemed reliable but not guaranteed. (C) 1995-2004 IRES, LLC

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EXHIBIT B

OCTOBER 4, 2004

A DESCRIPTION OF THE WESTERLY PORTION OF THE POLLARD MOTOR COMPANY PROPERTY AT THE NORTHEAST CORNER OF PEARL STREET AND 30TH STREET, FOR THE CITY OF BOULDER.

LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5 F-1 #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS S00°14'20"E, THENCE N89°40'15"E, 663.15 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29; THENCE S00°12'00"E, 121.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE N79°49'40"W, 131.13 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE S89°45'40"W, 140.20 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

THENCE S00°59'00"E, 213.11 FEET;

THENCE N89°45'40"E, 63.99 FEET;

THENCE S00°59'00"E, 343.09 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;

THENCE S74°49'00"W, 46.16 ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET;

THENCE S77°01'09"W, 195.16 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET;

(K. ALBERS - S2607-25A - 5694L.KSA)

THENCE S74°49'00"W, 117.85 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHWESTERLY, 69.39 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 56°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS N77°11'00"W, 66.67 FEET;

THENCE NORTHWESTERLY, 2.33 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO 3000 PEARL PARTNERSHIP AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1075 AS RECEPTION NO. 351290 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE 3°42'30" AND BEING SUBTENDED BY A CHORD THAT BEARS N35°56'46"W, 2.33 FEET;

THENCE N00°14'20"W, 20.34 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1075 AS RECEPTION NO. 351290 TO THE NORTHWESTERLY CORNER THEREOF;

THENCE N01°29'13"W, 102.93 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 30TH STREET IN THE CITY OF BOULDER TO THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE N02°11'10"W, 206.81 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER THEREOF;

THENCE N75°11'50"E, 0.46 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE N02°11'10"W, 20.00 FEET ALONG THE WEST LINE OF SAID LOT 3;

THENCE N00°14'20"W, 274.50 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF;

THENCE N89°45'40"E, 353.40 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

AREA = 239,456 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL, BARRELL & CO.
4840 PEARL EAST CIRCLE, SUITE 114
BOULDER, CO 80301-2475
(303) 442-4338

(K. ALBERS - 2607-25A - 5694L.KSA)

EXHIBIT C Our Order No. WC80007603.2

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF COMM 30.

RIGHT OF WAY AND INCIDENTAL PURPOSES GRANTED TO MELVIN C. GOSS FOR ELECTRIC TRANSMISSION LINES AND TOWERS RECORDED NOVEMBER 06, 1924 IN BOOK 511 AT PAGE 322.

NOTE: DELIMITATION OF SAID RIGHT OF WAY RECORDED NOVEMBER 04, 1974 UNDER RECEPTION NO. 120453.

CORRECTION OF SAID DELIMITATION RECORDED JULY 29, 1986 UNDER RECEPTION NO. 777090.

UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED December 09, 1970, UNDER RECEPTION NO. 961896.

UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED August 31, 1971, UNDER RECEPTION NO. 988331.

TERMS, CONDITIONS AND PROVISIONS OF EASEMENT GRANT RECORDED September 10, 1976 AT RECEPTION NO. 191654.

MINERAL AND MINERAL RIGHTS RESERVATION AS EVIDENCED BY MINERAL DEED RECORDED DECEMBER 18, 1984 UNDER RECEPTION NO. 662710.

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED May 17, 1202 UNDER RECEPTION NO. 2288476.

TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT TO THE CITY OF BOULDER RECORDED March 21, 1994 AT RECEPTION NO. 1407319.

RESERVATIONS BY THE CITY OF BOULDER CONTAINED IN DEED RECORDED MARCH 21, 1994 UNDER RECEPTION NO. 1407321.

RESERVATION OF IMPROVEMENTS BY UNION PACIFIC RAILROAD COMPANY CONTAINED IN DEED RECORDED AUGUST 05, 1987 UNDER RECEPTION NO. 868399.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF BOULDER ORDINANCE NO. 7392 REGARDING EXEMPTION FROM SUBDIVISION PROCESS RECORDED October 12, 2004 AT RECEPTION NO. 2634388.

ANY BOUNDARY DISCREPANCY DUE TO THE LOCATION OF FENCE LINES ACROSS ALL PARCELS OF SUBJECT PROPERTY, AND ACROSS THE NORTHERLY PORTION OF PARCELS B AND C, AS MORE PARTICULARLY EVIDENCED ON SURVEY BY DREXEL, BARRELL & CO., JOB NO. 2607-25A, DATED MARCH 2, 2000 AND LAST REVISED SEPTEMBER 24, 2004, AND THE EFFECT OF ANY RIGHT, TITLE OR INTEREST THAT MAY BE CLAIMED DUE TO ANY SAID DISCREPANCY.

EXHIBIT C Our Order No. WC80007603.2

EXISTENCE OF OVERHEAD POWERLINES, POWER POLES, WATERLINES, TELEPHONE MANHOLE COVERS, WATERMETER VALVES AND DRAINAGE GRATE, OVER, ACROSS AND THROUGH SUBJECT PROPERTY AND OUTSIDE OF RECORDED EASEMENTS AS MORE PARTICULARLY EVIDENCED ON SURVEY BY DREXEL, BARRELL & CO., JOB NO. 2607-25A, DATED MARCH 2, 2000, LAST REVISED SEPTEMBER 24, 2004.

LOCATION OF A PORTION OF SUBJECT PROPERTY WITHIN FLOOD ZONE AS EVIDENCED ON SURVEY BY DREXEL, BARRELL & CO., JOB NO. 2607-25A, DATED MARCH 2, 2000, AND LAST REVISED SEPTEMBER 24, 2004.

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(2)

QUIT CLAIM DEED

[Statutory Form - CRS §38-30-116]

Grantor, THIRTIETH AND PEARL, LLC, a Colorado limited liability company, whose address is 720 Pearl St. Boulder, CO 80302, County of Boulder, State of Colorado, for the consideration of Ten dollars, in hand paid, hereby sells and quitclaims to BOULDER MUNICIPAL PROPERTY AUTHORITY, a Colorado non-profit corporation, grantee, whose legal address is 1777 Broadway, Boulder, Colorado 80302, all the right, title, interest, claim and demand which the grantor has in any and all oil, gas, coal, coal bed methane, sand, gravel and all other minerals in, on or under the real property, situate, lying and being in the County of Boulder and State of Colorado, described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

Subject to any real property taxes, easements, rights of way, covenants, agreements, reservations and restrictions of record or in place.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Thirtieth and Pearl, LLC, a Colorado limited liability company

By: James Pollard Jr Manager
James M. Pollard, Jr., Manager

By: Paul Carleton Manager
Paul Carleton, Manager

By: Joseph C French Mgr
Joseph C. French, Manager

RDB

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 14th day of October, 2004, by James M. Pollard, Jr., Paul Carleton and Joseph C. French as Managers of Thirtieth and Pearl, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

(SEAL)

Notary Public

KIMBERLY A. SKARI
NOTARY PUBLIC
STATE OF COLORADO

EXHIBIT A

OCTOBER 4, 2004

A DESCRIPTION OF THE WESTERLY PORTION OF THE POLLARD MOTOR COMPANY PROPERTY AT THE NORTHEAST CORNER OF PEARL STREET AND 30TH STREET, FOR THE CITY OF BOULDER.

LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5 F-1 #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS S00°14'20"E, THENCE N89°40'15"E, 663.15 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29; THENCE S00°12'00"E, 121.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE N79°49'40"W, 131.13 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE S89°45'40"W, 140.20 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

THENCE S00°59'00"E, 213.11 FEET;

THENCE N89°45'40"E, 63.99 FEET;

THENCE S00°59'00"E, 343.09 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;

THENCE S74°49'00"W, 46.16 ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET;

THENCE S77°01'09"W, 195.16 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET;

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Page: 4 of 4
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THENCE S74°49'00"W, 117.85 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHWESTERLY, 69.39 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 56°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS N77°11'00"W, 66.67 FEET;

THENCE NORTHWESTERLY, 2.33 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO 3000 PEARL PARTNERSHIP AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1075 AS RECEPTION NO. 351290 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE 3°42'30" AND BEING SUBTENDED BY A CHORD THAT BEARS N35°56'46"W, 2.33 FEET;

THENCE N00°14'20"W, 20.34 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1075 AS RECEPTION NO. 351290 TO THE NORTHWESTERLY CORNER THEREOF;

THENCE N01°29'13"W, 102.93 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 30TH STREET IN THE CITY OF BOULDER TO THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE N02°11'10"W, 206.81 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER THEREOF;

THENCE N75°11'50"E, 0.46 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE N02°11'10"W, 20.00 FEET ALONG THE WEST LINE OF SAID LOT 3;

THENCE N00°14'20"W, 274.50 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF;

THENCE N89°45'40"E, 353.40 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

AREA = 239,456 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL, BARRELL & CO.
4840 PEARL EAST CIRCLE, SUITE 114
BOULDER, CO 80301-2475
(303) 442-4338

(K. ALBERS - 2607-25A - 5694L.KSA)

Please Return to:

City of Boulder
~~Open Space & Mountain Parks~~ Attn: Rosemary Gearhart
P.O. Box 791
Boulder, CO 80306

03218627 04/25/2012 12:11 PM
RF: $21.00 DF: $0.00 Page: 1 of 3
Electronically recorded in Boulder County Colorado.
Recorded as received.

SPECIAL WARRANTY DEED

THIS DEED, dated this 28th day of February, 2012, between the BOULDER MUNICIPAL PROPERTY AUTHORITY, a Colorado non-profit corporation, Grantor, and the CITY OF BOULDER, a Colorado home rule city, Grantee, whose legal address is 1777 Broadway, Boulder, Colorado 80302.

WITNESSETH, that the Grantor, for and in consideration of the sum of LESS THAN FIVE HUNDRED DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Boulder, State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary/Treasurer, the day and year first above written.

BOULDER MUNICIPAL
PROPERTY AUTHORITY

By: _____ Attest: _____
Matthew Appelbaum, President Robert Eichem, Secretary/Treasurer

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 12th day of March, 2012 by Matthew Appelbaum as President and Robert Eichem as Secretary/Treasurer of the Boulder Municipal Property Authority, a Colorado non-profit corporation.

Witness my hand and official seal.
My commission expires: 01/01/2013

[SEAL]

_____
Notary Public

OCTOBER 4, 2004

A DESCRIPTION OF THE WESTERLY PORTION OF THE POLLARD MOTOR COMPANY PROPERTY AT THE NORTHEAST CORNER OF PEARL STREET AND 30TH STREET, FOR THE CITY OF BOULDER.

LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5 F-1 #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS S00°14'20"E, THENCE N89°40'15"E, 663.15 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29; THENCE S00°12'00"E, 121.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE N79°49'40"W, 131.13 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE S89°45'40"W, 140.20 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

THENCE S00°59'00"E, 213.11 FEET;

THENCE N89°45'40"E, 63.99 FEET;

THENCE S00°59'00"E, 343.09 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;

THENCE S74°49'00"W, 46.16 ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET;

THENCE S77°01'09"W, 195.16 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET;

(K. ALBERS - S2607-25A - 5694L.KSA)

THENCE S74°49'00"W, 117.85 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHWESTERLY, 69.39 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 56°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS N77°11'00"W, 66.67 FEET;

THENCE NORTHWESTERLY, 2.33 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO 3000 PEARL PARTNERSHIP AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1075 AS RECEPTION NO. 351290 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE 3°42'30" AND BEING SUBTENDED BY A CHORD THAT BEARS N35°56'46"W, 2.33 FEET;

THENCE N00°14'20"W, 20.34 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1075 AS RECEPTION NO. 351290 TO THE NORTHWESTERLY CORNER THEREOF;

THENCE N01°29'13"W, 102.93 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 30TH STREET IN THE CITY OF BOULDER TO THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE N02°11'10"W, 206.81 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER THEREOF;

THENCE N75°11'50"E, 0.46 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE N02°11'10"W, 20.00 FEET ALONG THE WEST LINE OF SAID LOT 3;

THENCE N00°14'20"W, 274.50 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF;

THENCE N89°45'40"E, 353.40 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

AREA = 239,456 SQUARE FEET, MORE OR LESS.

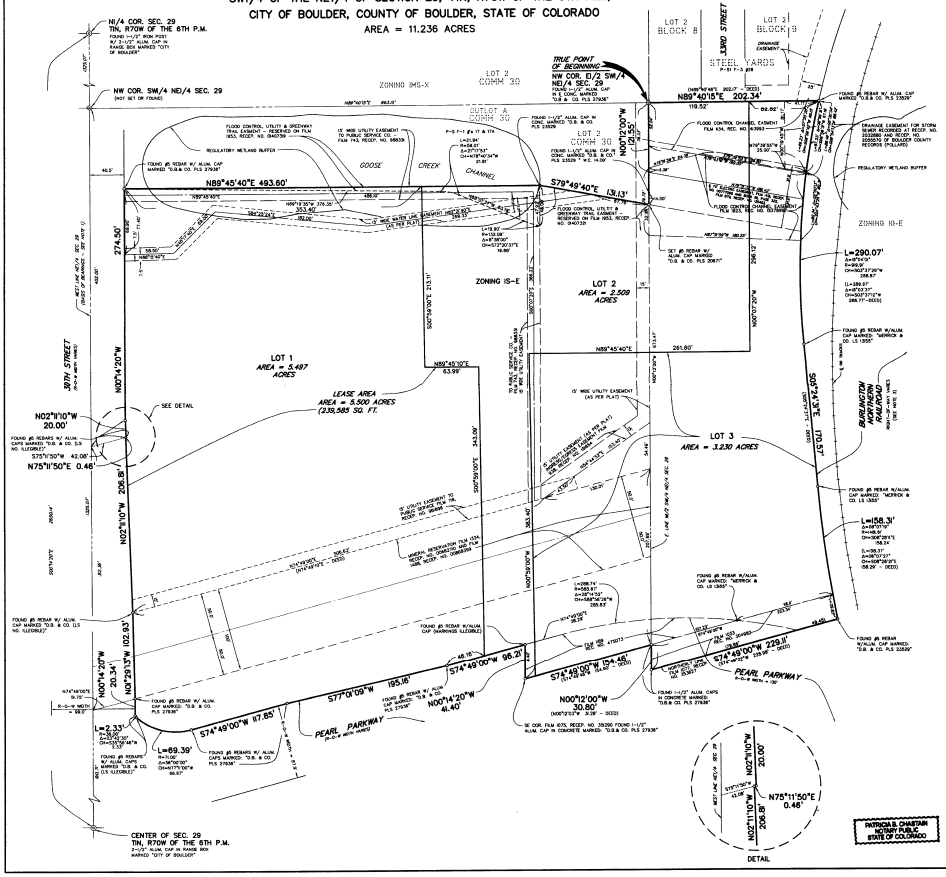
LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL, BARRELL & CO.
4840 PEARL EAST CIRCLE, SUITE 114
BOULDER, CO 80301-2475
(303) 442-4338

FINAL PLAT

BOULDER TRANSIT VILLAGE SUBDIVISION

A REPLAT OF LOTS 3 AND 4, COMM 30 AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO

AREA = 11.236 ACRES



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED, CITY OF BOULDER, A COLORADO HOME RULE CITY, AND REGIONAL TRANSPORTATION DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND SITUATED IN LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 22, 1976, IN PLAT FILE P-5, P-7, P-7 AND #16, AND A TRACT OF LAND IN BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS S00°12'00"E A DISTANCE OF 1320.00 FEET; THENCE S89°45'40"E ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N89°45'40"E, 202.34 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO A POINT ON A LINE 25.00 FEET NORTHWESTERLY, AS MEASURED RADIAL FROM THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD TRACK (IN 1992);

THENCE SOUTHERLY, 290.07 FEET ALONG A LINE 25.00 FEET WESTERLY AND PARALLEL WITH THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD TRACK (IN 1992) AND ALONG THE ARC OF A CURVE CONCAVE TO THE EAST TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 959.86 FEET, A CENTRAL ANGLE OF 18°54'29" AND BEING SUBTENDED BY A CHORD THAT BEARS S00°37'39"W, 288.87 FEET;

THENCE S09°34'53"E, 29.50 FEET ALONG A LINE 25.00 FEET WESTERLY AND PARALLEL WITH THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD TRACK (IN 1992) TO A POINT OF CURVE TO THE LEFT;

THENCE SOUTHERLY, 158.31 FEET ALONG A LINE 25.00 FEET WESTERLY AND PARALLEL WITH THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD TRACK (IN 1992) AND ALONG THE ARC OF SAID CURVE TO THE NORTH LINE EXTENDED EASTERLY THAT TRACT OF LAND CONVEYED TO NATIONAL RAILROAD PASSENGER CORPORATION BY SPECIAL WARRANTY DEED RECORDED ON FILM 1077 AS RECEPTION NO. 1013827 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 1481.8 FEET, A CENTRAL ANGLE OF 6°07'04" AND BEING SUBTENDED BY A CHORD THAT BEARS S06°38'05"E, 158.24 FEET;

THENCE S74°49'00"W, 228.9 FEET ALONG THE NORTH LINE EXTENDED EASTERLY AND ALONG THE NORTH LINE OF THAT TRACT OF LAND CONVEYED TO NATIONAL RAILROAD PASSENGER CORPORATION BY SPECIAL WARRANTY DEED RECORDED ON FILM 1077 AS RECEPTION NO. 1013827 TO THE WEST LINE OF SAID LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29;

THENCE N00°12'00"W, 30.80 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE SOUTH LINE OF PARCEL A CONVEYED TO THE CITY OF BOULDER AS STORAGE AT RIGHT OF EASEMENT AND FUTURE USE BY SPECIAL WARRANTY DEED ON FILM 1077 AS RECEPTION NO. 1013872 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE S74°49'00"W, 154.46 ALONG THE SOUTH LINE OF SAID PARCEL A TO THE SOUTHWEST CORNER THEREOF;

THENCE N00°14'20"W, 41.40 FEET ALONG THE WEST LINE OF SAID PARCEL A TO THE NORTHWEST CORNER THEREOF;

THENCE S74°48'00"W, 96.21 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;

THENCE S77°01'09"W, 65.18 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET;

THENCE S74°48'00"W, 47.85 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHWESTERLY, 89.39 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO NATIONAL RAILROAD PASSENGER CORPORATION BY SPECIAL WARRANTY DEED ON FILM 1077 AS RECEPTION NO. 1013827 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE OF 88°20'00" AND BEING SUBTENDED BY A CHORD THAT BEARS N61°01'50"W, 80.74 FEET;

THENCE N16°48'50"E, 2.33 FEET ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID TRACT OF LAND AS DESCRIBED ON SAID FILM 1077 AS RECEPTION NO. 1013827 TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE N00°14'20"W, 20.34 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1077 AS RECEPTION NO. 1013827 TO THE NORTHWESTERLY CORNER THEREOF;

THENCE N57°31'51"E, 62.83 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 30TH STREET IN THE CITY OF BOULDER TO THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE N00°14'20"W, 208.18 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER THEREOF;

THENCE N75°11'50"E, 0.46 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE N00°14'20"W, 20.00 FEET ALONG THE WEST LINE OF SAID LOT 3;

THENCE N00°14'20"W, 274.50 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF;

THENCE N89°45'40"E, 493.60 FEET ALONG THE NORTH LINE OF SAID LOT 3;

THENCE S79°49'40"E, 139.13 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER THEREOF, A POINT ON THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29;

THENCE N00°12'00"W, 49.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE TRUE POINT OF BEGINNING.

AREA = 11.236 ACRES

THAT THEY HAVE CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED UNDER THE NAME AND STYLE OF "BOULDER TRANSIT VILLAGE SUBDIVISION" A SUBDIVISION IN THE CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THEIR NAMES TO BE HEREUNTO SUBSCRIBED:

OWNERS' CERTIFICATE

AS OWNER OF THE LOTS TO BECOME KNOWN AS LOT 1 AND LOT 2 OF BOULDER TRANSIT VILLAGE SUBDIVISION

CITY OF BOULDER

BY: _____ PHILIP K. BRYANT, CITY MANAGER

ATTEST: _____ EX OFFICIO CITY CLERK

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24th DAY OF June, 2005 BY Philip K. Bryant AS CITY MANAGER OF THE CITY OF BOULDER, COLORADO.

WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES 12/4/08

NOTARY PUBLIC (SEAL)

AS OWNER OF THE LOT TO BECOME KNOWN AS LOT 2 OF BOULDER TRANSIT VILLAGE SUBDIVISION

REGIONAL TRANSPORTATION DISTRICT

BY: _____ CLARENCE W. MARSELLA, GENERAL MANAGER, CHIEF EXECUTIVE OFFICER

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 13th DAY OF June, 2005, BY Clarence W. Marsella AS General Manager OF THE REGIONAL TRANSPORTATION DISTRICT.

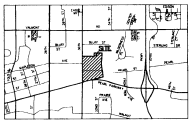
WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES June 23, 2007

Patricia B Chastain
NOTARY PUBLIC (SEAL)

GENERAL NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF THE NE1/4 OF SECTION 29 AS BEARING N00°14'20"W (GRIDNAD 83/95HA), BETWEEN THE MONUMENTS SHOWN HEREON AS FOUND.
2. DREXEL, BARRELL & CO. RELIED UPON TITLE COMMITMENT NO. NCS900780-4 BY LAND TITLE GUARANTEE COMPANY, DATED OCTOBER 5, 2004, AT 5:00 P.M. FOR ALL RECORDED EASEMENTS OR RIGHTS-OF-WAY, LEGAL DESCRIPTION, AND ALL ENCUMBRANCES OF RECORD.
3. THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE X, AREA OF 500 YEAR FLOOD, AS SHOWN ON FLOOD INSURANCE RATE MAP, BOULDER COUNTY, COLORADO AND INCORPORATED AREAS, MAP NO. 08013C0326 F, WITH AN EFFECTIVE DATE OF SEPTEMBER 30, 1992, AND IS IN ZONE X, AREAS OF MINIMAL FLOOD HAZARD, WHICH IS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS "AREAS OUTSIDE THE 500-YEAR FLOODPLAIN" DATED NOVEMBER 19, 1992.
4. EASEMENTS LABELED "AS PER PLAT" WERE GRANTED ON THE PLAT OF COMM 30, AS RECORDED DECEMBER 22, 1976, IN PLAT FILE P-5, P-7, P-7 AND #16 OF THE RECORDS OF BOULDER COUNTY, COLORADO.
5. THE LOTS SHOWN HEREON ARE ZONED S-E, UNLESS OTHERWISE NOTED.
6. THE FINAL PLAT SHOWN HEREON AND THE SURVEY WHICH IT REPRESENTS, WAS PREPARED BY RICHARD E. BROOKS, P.L.S., A COLORADO PROFESSIONAL LAND SURVEYOR FOR ON BEHALF OF DREXEL, BARRELL & CO.
7. THE REGULATORY WETLAND BUFFER AS SHOWN HEREON IS PER INFORMATION FURNISHED BY THE CITY OF BOULDER.



VICINITY MAP
N.T.S.

APPROVALS

Director of Public Works and Utilities

Director of Planning and Development Services

Director of Parks and Recreation

Director of Open Space and Mountain Parks

Director of Fire and Rescue

PUBLIC UTILITIES COMPANY

CITY MANAGER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY OF BOULDER ON THE 24th DAY OF June, A.D. 2005, APPROVES THIS PLAT OF BOULDER TRANSIT VILLAGE SUBDIVISION.

DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES / EX OFFICIO CITY CLERK

CITY MANAGER

SURVEYOR'S CERTIFICATE

I, RICHARD E. BROOKS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS PLAT OF BOULDER TRANSIT VILLAGE SUBDIVISION TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECTION AND SUPERVISION IN JUNE, 2005, AND THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH COLORADO STATE LAW.

RICHARD E. BROOKS, PLS 23621
COLORADO REGISTERED LAND SURVEYOR
FOR AND ON BEHALF OF
DREXEL, BARRELL & CO.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 8:00 A.M. / P.M. O'CLOCK THIS 28th DAY OF June, A.D., 2005 AND IS DULY RECORDED IN PLAT FILE P-5, P-7, P-7 AND #16.

FEES $ 11.00 PAID.

LINDA M. SALAS
RECORDER

RECEPTION NO. 2849955

BY: _____ DEPUTY

S:\SURVEY\BBI\BOUT2\BBPP3.dwg, 12/16/2005 1:38:59 PM, Drexel, Barrell & Co.,.cgm

B100-E

07/29/2013 08:53 AM RF: $21.00
Boulder County Clerk, CO
03330975
Page: 1 of 2
DF: $0.00

Unofficial Copy

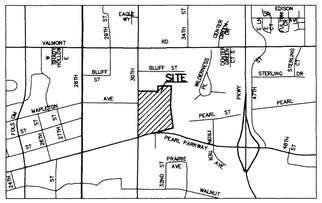
FINAL PLAT

BOULDER TRANSIT VILLAGE SUBDIVISION REPLAT A

A REPLAT OF LOTS 1, 2 AND 3, BOULDER TRANSIT VILLAGE SUBDIVISION, LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO

AREA = 11.236 ACRES

SHEET 1 OF 2



VICINITY MAP
N.T.S.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS OF THAT REAL PROPERTY SITUATED IN BOULDER COUNTY, COLORADO AND BEING A PART OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3 BOULDER TRANSIT VILLAGE SUBDIVISION, CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO.

HAVE CAUSED SAID PROPERTY TO BE LAID OUT, SURVEYED, SUBDIVIDED AND PLATTED UNDER THE NAME OF "BOULDER TRANSIT VILLAGE SUBDIVISION REPLAT A", A SUBDIVISION IN THE CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO, AND BY THESE PRESENTS DOES HEREBY GRANT, IN FEE, TO THE CITY OF BOULDER, FOR ITS USE AND THE USE OF THE PUBLIC FOREVER, THOSE PORTIONS OF SAID REAL PROPERTY DESIGNATED AS "PEARL PARKWAY" AND "JUNCTION PLACE" AS PUBLIC RIGHT OF WAY AS SHOWN ON THE ACCOMPANYING PLAT.

THE UNDERSIGNED DOES FURTHER GRANT TO THE CITY OF BOULDER, FOR ITS USE AND THE USE OF THE PUBLIC FOREVER, THOSE PORTIONS OF SAID REAL PROPERTY DESIGNATED AS "PUBLIC ACCESS EASEMENT" ON THE ACCOMPANYING PLAT AS EASEMENTS FOR PEDESTRIAN, BICYCLE AND MOTOR VEHICLE INGRESS AND EGRESS AND FOR PARKING PURPOSES.

THE UNDERSIGNED DOES FURTHER GRANT TO THE CITY OF BOULDER THAT REAL PROPERTY SHOWN ON THE ACCOMPANYING PLAT AS AN "EMERGENCY ACCESS EASEMENT" AS AN EASEMENT FOR PUBLIC INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

THE UNDERSIGNED DOES FURTHER GRANT TO THE CITY OF BOULDER THAT REAL PROPERTY DESIGNATED AS "UTILITY EASEMENT" ON THE ACCOMPANYING PLAT AS AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL SERVICES, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: TELEPHONE AND ELECTRIC LINES, WORKS, POLES, UNDERGROUND CABLES, GAS PIPELINES, WATER PIPELINES, SANITARY SEWER LINES, STREET LIGHTS, CULVERTS, HYDRANTS, DRAINAGE DITCHES AND DRAINS AND ALL APPURTENANCES THERETO. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING WATER, PIPELINES AND APPURTENANCES, SANITARY SEWER WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, STORM SEWERS AND DRAINS, STREET LIGHTING, GRADING AND LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREFORE WHICH ARE APPROVED BY THE CITY OF BOULDER, AND SUCH SUMS SHALL NOT BE PAID BY THE CITY OF BOULDER, COLORADO, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED AND ACCEPTED BY THE CITY OF BOULDER, COLORADO, SHALL BECOME THE SOLE PROPERTY OF THE CITY OF BOULDER, EXCEPT ITEMS OWNED BY MUNICIPALLY FRANCHISED OR PERMITTED UTILITIES, WHICH ITEMS, WHEN CONSTRUCTED OR INSTALLED, SHALL REMAIN THE PROPERTY OF THE OWNER OR THE PUBLIC UTILITY, AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF BOULDER.

FOR THE APPROVAL OF "BOULDER TRANSIT VILLAGE SUBDIVISION REPLAT A" AND THE DEDICATIONS AND CONDITIONS WHICH APPLY THERETO THIS 18 DAY OF March, 2013.

CITY OF BOULDER, COLORADO
(OWNER OF LOT 1 AND LOT 2, BOULDER TRANSIT VILLAGE SUBDIVISION AND PROPOSED OWNER OF LOT 2, BOULDER TRANSIT VILLAGE SUBDIVISION REPLAT A)

BY: Jane S Brautigam
JANE S. BRAUTIGAM, CITY MANAGER

ATTEST:
Alisa D. Lewis
CITY CLERK

APPROVED AS TO FORM
CITY ATTORNEY 03-20-2013
DATE

REGIONAL TRANSPORTATION DISTRICT,
A REGIONAL TRANSPORTATION AUTHORITY AND A POLITICAL SUBDIVISION OF THE STATE OF COLORADO
(OWNER OF LOT 3, BOULDER TRANSIT VILLAGE SUBDIVISION AND PROPOSED OWNER OF LOT 1 OF BOULDER TRANSIT VILLAGE SUBDIVISION REPLAT A)

BY: Phillip A. Washington
PHILLIP A. WASHINGTON, GENERAL MANAGER

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME A NOTARY PUBLIC THIS 1ST DAY OF MARCH, 2013 BY PHILLIP A. WASHINGTON AS GENERAL MANAGER OF REGIONAL TRANSPORTATION DISTRICT, A REGIONAL TRANSPORTATION AUTHORITY AND A POLITICAL SUBDIVISION OF THE STATE OF COLORADO.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 12-3-14

(SEAL)

NOTARY PUBLIC

GENERAL NOTES

1. THE BASIS OF BEARINGS IS THE LINE BETWEEN CP 1050 AND CP 1060 AS SHOWN ON A LAND SURVEY CONTROL DIAGRAM FOR BOULDER JUNCTION, PREPARED BY BOULDER LAND CONSULTANTS, INC, DATED JUNE 30, 2011.
2. DREXEL BARRELL & CO. RELIED UPON TITLE COMMITMENT NO. ABZ70333064-3 ISSUED BY LAND TITLE GUARANTEE COMPANY, WITH AN EFFECTIVE DATE OF JUNE 1, 2012 FOR ALL INFORMATION REGARDING EASEMENTS AND RIGHTS-OF-WAY.
3. ALL REFERENCES TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS ON FILE WITH THE CLERK AND RECORDER OF BOULDER COUNTY, STATE OF COLORADO.
4. SET NO. 5 REBARS WITH ALUMINUM CAPS MARKED "D.B. & CO. PLS 27275" AT ALL EXTERIOR PROPERTY CORNERS UNLESS OTHERWISE NOTED.
5. THE PROPERTY DESCRIBED HEREIN IS SUBJECT TO A LANDMARK DESIGNATION BOUNDARY PER CITY ORDINANCE NO. 7625, RECORDED AS RECEPTION NO. 2968473 OF THE BOULDER COUNTY RECORDS. AT THE REQUEST OF THE CITY OF BOULDER, THE LOCATION OF SAID LANDMARK BOUNDARY IS NOT DEPICTED HEREON.
6. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 C.R.S.
7. IN ACCORDANCE WITH CRS 13-80-105: NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
8. PREPARED BY:
   DREXEL BARRELL & CO.
   1800 38TH STREET
   BOULDER, CO. 80301
   (303) 442-4338
9. THE LAST FIELD INSPECTION OF THE SITE WAS ON NOVEMBER 15, 2011.
10. PER INFORMATION OBTAINED FROM JVA INC., THE BASE FLOOD ELEVATIONS RANGE FROM 5264.62 TO 5262.74. THE 100-YEAR FLOW IS 3760 CUBIC FEET PER SECOND. THE AREA WITHIN THE CHANNEL IS WITHIN THE 100-YEAR FLOODPLAIN. THE REMAINDER OF THE SITE IS WITHIN THE 500-YEAR FLOODPLAIN. THIS INFORMATION IS SUBJECT TO CHANGE.
11. THE PSCO EASEMENTS SHOWN HEREON WERE NOT RECORDED PRIOR TO THE MYLAR BEING SUBMITTED TO THE CITY OF BOULDER, THE LOCATION OF THESE EASEMENTS SHOULD BE VERIFIED BY UTILIZING THE RECORDED DOCUMENTS.

SURVEYOR'S CERTIFICATE

I, MATHEW E. SELDERS, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS PLAT OF BOULDER TRANSIT VILLAGE SUBDIVISION REPLAT A TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING, AND THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH COLORADO STATE LAW.

COLORADO LICENSED MATHEW E. SELDERS 27275 3-1-13

Mathew E. Selders
MATHEW E. SELDERS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 27275

APPROVALS

David Turkelson by Cam S Krane
DIRECTOR OF PLANNING

DIRECTOR OF PUBLIC WORKS AND UTILITIES

CITY MANAGER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY OF BOULDER, ON THE 26 DAY OF July 2013, VACATES THOSE PORTIONS OF REAL PROPERTY DESIGNATED AS "15' WIDE WATER LINE EASEMENT" AND "15' WIDE UTILITY EASEMENT" SHOWN ON THIS PLAT. THESE VACATIONS AND RELEASES OF SAID EASEMENTS EXTEND ONLY TO THOSE PORTIONS AND TYPES OF EASEMENTS SPECIFICALLY VACATED. ANY CROSS EASEMENTS OVER THE ABOVE-DESCRIBED EASEMENTS ARE RESERVED AND ANY OTHER EXISTING EASEMENTS NOT SPECIFICALLY INCLUDED IN THE DESCRIPTION OF THE VACATED EASEMENTS DESCRIBED ABOVE ARE RESERVED.

IN WITNESS WHEREOF, THE CITY OF BOULDER HAS CAUSED ITS SEAL TO BE HEREUNTO AFFIXED BY ITS CITY MANAGER.

ATTEST:
Alisa D. Lewis
CITY CLERK

Jane S Brautigam
CITY MANAGER

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 8:33 O'CLOCK A M., THIS 29TH DAY OF July, 2013, AND IS RECORDED AT RECEPTION # 03330975

FEES PAID: $21.00

Hillary Hall
CLERK AND RECORDER

DEPUTY

S:\SS\2407.25C\Drawings\2607-25C_PLAT CV.dwg, 3/1/2013 8:29:28 AM, glen

Boulder County CO 03330975 2 of 2
Unofficial Copy

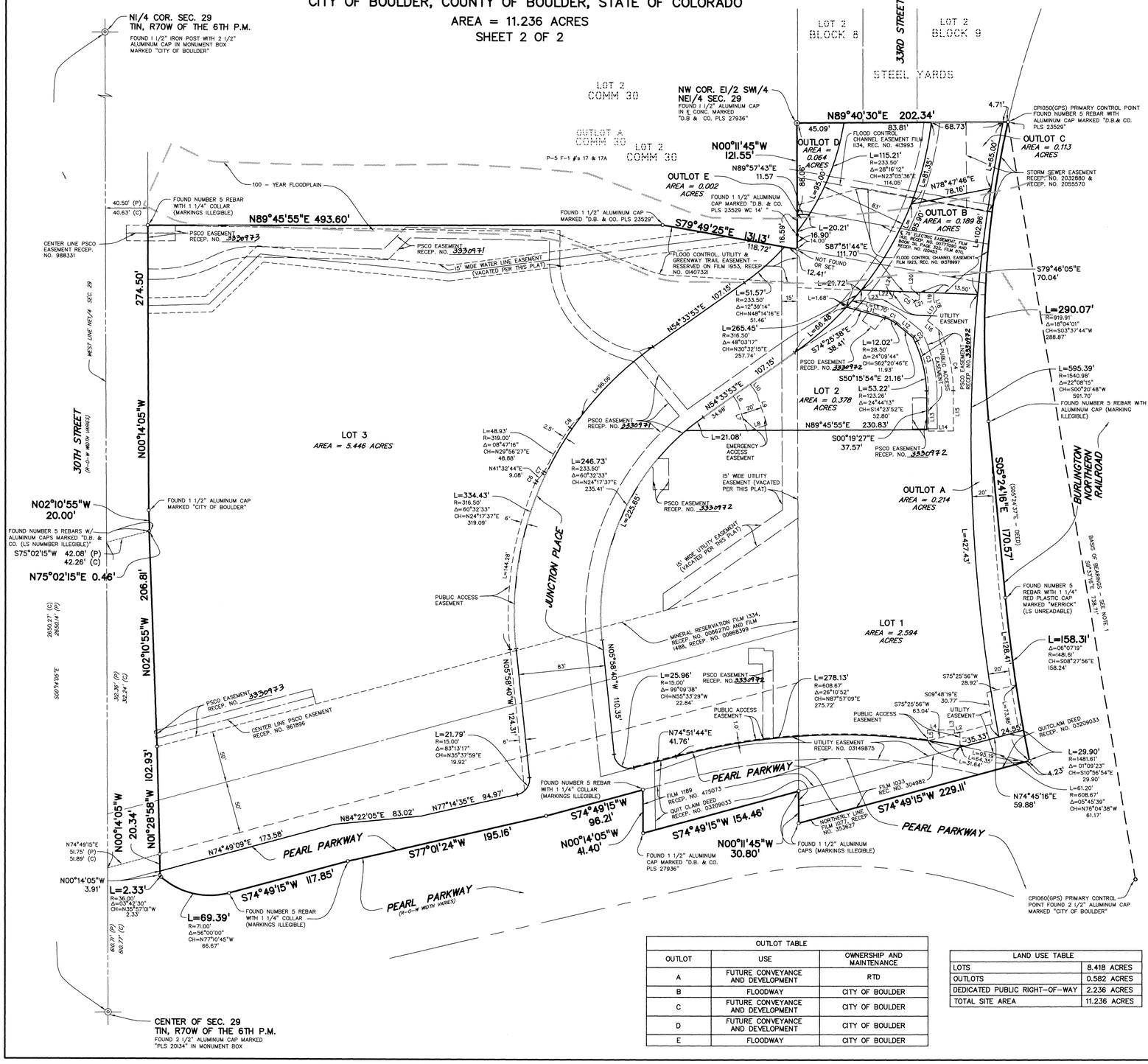
FINAL PLAT

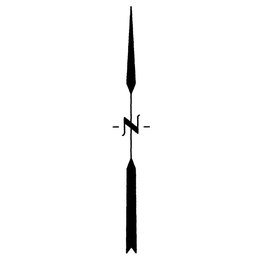
BOULDER TRANSIT VILLAGE SUBDIVISION REPLAT A

A REPLAT OF LOTS 1, 2 AND 3, BOULDER TRANSIT VILLAGE SUBDIVISION, LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO

AREA = 11.236 ACRES

SHEET 2 OF 2





LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	13.50'	N00°19'27"W
L2	5.46'	S75°06'11"W
L3	3.23'	N00°19'45"W
L4	25.91'	S89°33'45"W
L5	10.05'	S00°19'27"E
L6	7.53'	S35°26'07"E
L7	29.24'	S18°12'34"E
L8	20.00'	N71°47'26"E
L9	32.27'	N18°12'34"W
L10	10.56'	N35°26'07"W
L11	37.65'	S74°25'38"E
L12	21.37'	S50°15'54"E
L13	38.85'	S00°19'27"E
L14	24.00'	N89°40'33"E
L15	38.85'	N00°19'27"W
L16	16.54'	N50°15'54"W
L17	13.71'	N39°44'06"E
L18	10.31'	N17°02'55"W
L19	6.46'	N03°37'13"E
L20	7.05'	S03°37'13"W
L21	4.76'	S69°22'50"W
L22	34.93'	N87°51'44"W
L23	38.47'	S86°47'21"W
L24	7.39'	S13°27'31"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	12.65'	30.00'	24°09'44"	S62°20'46"E	12.56'
C2	5.27'	12.00'	25°10'45"	S37°40'32"E	5.23'
C3	49.45'	120.02'	23°36'17"	S12°07'36"E	49.10'
C4	58.51'	144.02'	23°16'33"	N11°57'44"W	58.11'
C5	19.08'	56.50'	19°20'55"	N59°56'22"W	18.99'
C6	2.91'	9.00'	18°30'07"	N32°17'41"E	2.89'
C7	2.51'	9.00'	15°59'55"	N33°32'47"E	2.50'
C8	16.03'	44.00'	20°52'36"	N44°46'23"E	15.94'

OUTLOT TABLE		
OUTLOT	USE	OWNERSHIP AND MAINTENANCE
A	FUTURE CONVEYANCE AND DEVELOPMENT	RTD
B	FLOODWAY	CITY OF BOULDER
C	FUTURE CONVEYANCE AND DEVELOPMENT	CITY OF BOULDER
D	FUTURE CONVEYANCE AND DEVELOPMENT	CITY OF BOULDER
E	FLOODWAY	CITY OF BOULDER

LAND USE TABLE	
LOTS	8.418 ACRES
OUTLOTS	0.582 ACRES
DEDICATED PUBLIC RIGHT-OF-WAY	2.236 ACRES
TOTAL SITE AREA	11.236 ACRES

LEGEND

(C) CALCULATED DIMENSIONS UTILIZING INFORMATION SHOWN ON A LAND SURVEY CONTROL DIAGRAM FOR BOULDER JUNCTION PREPARED BY BOULDER LAND CONSULTANTS, INC., DATED JUNE 30, 2011.

(P) PLATTED DIMENSIONS PER THE PLAT OF BOULDER TRANSIT VILLAGE SUBDIVISION AS RECORDED IN THE BOULDER COUNTY RECORDS.

B101-68A

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03330969
Page: 1 of 12
07/29/2013 08:53 AM RF: $66.00 DF: $0.00
Boulder County Clerk, CO

For Administrative Use Only
Sub Name: Boulder Transit Village Replat A
Subdivider: RTD and City
Application #: TEC2012-00005

(2)

SUBDIVISION AGREEMENT

A. Parties. This Subdivision Agreement ("Agreement") effective as of March 1, 2013 is made between the following parties:

(1) City of Boulder, a Colorado municipal corporation (the "City"), in its capacity as the land use authority;

(2) Regional Transportation District ("RTD"), as regional transportation authority and a political subdivision of the State of Colorado and as the owner of Lot 3 of Boulder Transit Village Subdivision, City of Boulder, County of Boulder, State of Colorado; and

(3) City, in its capacity as the owner of Lot 1 and Lot 2, Boulder Transit Village Subdivision.

B. Definitions. The terms as used in this Agreement shall have the following meanings unless the context clearly indicates otherwise:

"Boulder Transit Village Subdivision" is Boulder Transit Village Subdivision, City of Boulder, County of Boulder, State of Colorado as recorded in the office of the Boulder County Clerk and Recorder at Reception No. 02779355 on May 26, 2006.

"Depot Square Subdivision" or "Subdivision" is the Boulder Transit Village Subdivision Replat A, a replat of Lots 1, 2 and 3, Boulder Transit Village Subdivision, City of Boulder, County of Boulder, State of Colorado that is approved concurrent with and in conjunction with this Agreement.

"Improvement Contractor" means the owner of Lot 1 of the Depot Square Subdivision.

"Lot" or "outlot" means a lot or outlot within the Subdivision except as the term "lot" is used to specifically describe the legal description of a parcel within Boulder Transit Village Subdivision.

"Subdivider" means the City, in its capacity as the owner of Lot 1 and Lot 2, Boulder Transit Village Subdivision, and RTD, as owner of Lot 3, Boulder Transit Village Subdivision (hereafter collectively referred to as "Subdivider").

COB791

C. Purpose. The purpose of this Agreement is to:

(1) Insure that all ordinances and regulations of the City are met for the protection of the public health, welfare, and safety and obtaining the approval of the Depot Square Subdivision;

(2) Prepare Lot 1 and Lot 2 of the Depot Square Subdivision for redevelopment. Lot 3 is presently used as an automobile dealership. It is anticipated that Lot 3 will be required to complete City development review processes before the use of this land is changed and the property is redeveloped. This Agreement is intended to address the primary development requirements for Lot 1 and Lot 2 of the Subdivision and the financial requirements that will specifically benefit Lot 3; and

(3) Coordinate the construction of City public improvement projects with the construction of projects that are necessary to serve the Subdivision. These public projects include improvements to the north side of Pearl Parkway as part of a multi-way boulevard, the construction of a bridge on Junction Place that spans over Goose Creek (including appurtenant north side roadway tie in and portions of path connections), improvements to the railroad box culvert inlet as being designed by the City and traffic signalization of the intersection of Junction Place and Pearl Parkway.

D. Consideration. The parties agree that good and valuable consideration exists as a basis for this Agreement, including, but not limited to, the covenants and obligations contained in this Agreement and the City's approval of the Depot Square Subdivision of those parcels of land more fully described as Lot 1, Lot 2, and Lot 3 of Boulder Transit Village Subdivision ("Property") and the provision of City services to the Subdivision, which Subdivider agrees is of special benefit to the Subdivision.

E. Binding Agreement – Notice to Subsequent Purchasers. This Agreement is binding upon the Subdivider and the Subdivider's successors and assigns, jointly and individually, and it shall be recorded in the office of the Boulder County Clerk and Recorder to put the prospective purchasers or other interested parties on notice of any of its terms. Notwithstanding the foregoing, this Agreement may be assigned once pursuant to the terms of Paragraph U below. Additionally, the Subdivider agrees to notify subsequent purchasers of the Subdivision or any portion thereof of the existence of this Agreement and the purchasers' potential obligations hereunder by providing a copy of this Agreement to the Purchaser.

F. General Requirements. The Improvement Contractor shall commence, construct, and complete the Subdivision in accordance with:

(1) The provisions of approval of the Final Plat;
(2) The approved Engineering Plans dated February 7, 2013 (the "Engineering Plans") on file with the City;
(3) All requirements of Chapter 9-12, B.R.C. 1981;
(4) The requirements of the "City of Boulder Design and Construction Standards;" and

(5) All terms and conditions of Site Review No. LUR2011-00046.

G. Public Improvements (Improvement Contractor to Construct with Shared Financial Responsibility). The Improvement Contractor shall provide the public improvements as shown on the Engineering Plans which include the improvements listed below. The City's financial obligations for said improvements are described in Paragraph J below.

(1) **Junction Place** and all traffic control devices, on-street bike lanes, curbs, gutters, and sidewalks associated with Junction Place.

(a) South Portion: The south portion is the portion of Junction Place from Pearl Parkway on the south to the north side of the RTD Bus Access Ramp. The Improvement Contractor shall construct the full pavement width of Junction Place to the back of curb in concrete (except those portions of parking areas that are permeable brick pavers); and all landscaping and pedestrian ways along the east side of Junction Place.

(b) North Portion: The north portion is the portion of Junction Place from the north side of the RTD Bus Access Ramp to the Bridge over Goose Creek. The Improvement Contractor shall construct the following:

i) An 18' x 18' pavement test panel that will demonstrate concrete color and texture consistent with the approved Engineering Plans for the north portion of Junction Place at a minimum of thirty (30) days prior to road construction. City staff will review and inspect said test panel for consistency with the approved Engineering Plans within fourteen (14) days of the test panel completion.

ii) the full pavement width of Junction Place to the back edges of shore line border as shown on the approved Engineering Plans; and all landscaping and pedestrian ways along both sides of Junction Place.

(2) All public **storm sewer improvements** as shown on the approved Engineering Plans.

(3) **Water and sanitary sewer mains** in Junction Place, including the water and sanitary sewer main stub outs for the future development to the west in the future Spruce Street alignment.

H. Public Improvements (City Responsibility to Construct with Shared Financial Responsibility). The City shall provide the following public improvements subject to the following conditions. The parties agree that said public improvements are necessary to serve the Subdivision. The Improvement Contractor's financial obligations for said improvements are described in Paragraph I below. Within one year after the final acceptance of the public improvements described in Paragraph G above, the City will do the following:

(1) reconstruct Pearl Parkway as part of a larger transportation improvement project (the **"Pearl Parkway Transportation Improvement Project"**).

(2) construct **the Junction Place Bridge over Goose Creek,** including appurtenant north side roadway tie in and portions of path connections.

(3) construct **the traffic signal at Junction Place and Pearl Parkway**.

(4) construct the necessary sanitary sewer upsizing improvements east of the Property between Manholes 31 and 32 (395 feet) and between Manholes 37 and 38 (290 linear feet) (**"Off-site Sanitary Sewer Improvements"**).

(5) construct the improvements to the existing **railroad box culvert inlet** in the northeast corner of the Property.

(6) construct the **street lighting for Junction Place including both lit and unlit bollards along the section from the RTD Bus Ramp to Goose Creek.**

I. Financial Obligations of Improvement Contractor. At the time of Subdivision approval, the Improvement Contractor shall pay the City the amounts described below for its share of the public improvements as more particularly described in Paragraph H above:

(1) $203,718 for the design and construction of the **standard Transit Village Area Plan (TVAP) cross-section (but including parking per LUR2011-00046) for the Pearl Parkway Transportation Improvement Project.**

(2) $74,080 for the **Junction Place Bridge over Goose Creek, including north side roadway tie in.**

(3) $60,000 for the **traffic signal at Junction Place and Pearl Parkway.**

(4) $164,533 for a portion of all **Off-site Sanitary Sewer Improvements.**

(5) $99,304 for a portion of the **railroad box culvert inlet improvements.**

J. Financial Obligations of the City. At the time of final acceptance of the public improvements described in Paragraph G above, the City shall pay the Improvement Contractor the amounts described below.

(1) $527,092 for the cost of constructing the **base roadway of Junction Place.**

(2) $555,985 for the cost of constructing the **enhancements to Junction Place** as shown on the approved Engineering Plans. The enhancements include a wider street width to accommodate each of the two 5-foot wide bike lanes on Junction Place (South Portion) and the construction costs for both North and South Portions of Junction

Place beyond that required for the original, typical TVAP cross section including: patterned concrete pavement, brick pavers, landscaped median islands, raised pedestrian crossings, accessible shoreline borders, street furniture/fixtures (planter pots) and landscaping.

(3) $143,875 for the cost of stubbing **public utilities for future Spruce Street, and storm sewer water quality and upsizing costs**.

(4) $45,256 for the cost of constructing the **base sidewalk and landscaping along the west side of Junction Place, north of the RTD Bus Ramp**.

K. Private Improvements. The Improvement Contractor shall provide the following improvements or utilities in accordance with the approved Subdivision and Engineering Plans, or any amendments or modifications thereto, to be privately owned and maintained by the owners of the property within the Subdivision, including:

(1) All private storm water management facilities.

(2) The shared access drive from Junction Place to the north entrance of the proposed parking garage on Lot 1 of the Subdivision, and the shared access drive from Pearl Parkway to the south entrance of the proposed parking garage on Lot 1 of the Subdivision.

(3) All emergency access lanes.

(4) Plaza lighting.

The improvements or utilities described above shall be owned and maintained as set forth in Paragraph O below.

L. Temporary Construction Easement. Concurrent with an application for any building permit or right of way permit, or upon the request of the City, the Subdivider agrees to provide the City with a temporary construction easement along the entire Pearl Parkway frontage, not to exceed 5 feet in width, for the adjoining City Pearl Parkway Transportation Improvement Project construction in a form acceptable to the director of public works for the time period associated with the City's construction of these right-of-way improvements.

M. Financial Security. The Improvement Contractor shall provide to the City financial security to guarantee the construction or installation of the public improvements specified in Paragraph G above and other obligations undertaken by the Improvement Contractor in this Agreement. The Improvement Contractor will not need to provide a financial security for those public improvements for which the City is obligated to pay under the terms of Paragraph H of this Agreement. The guarantee will be in an amount to secure the full cost, as determined by the City of Boulder Director of Public Works, of constructing or installing the improvements. The guarantee will be either: (a) a deposit of escrow of funds with the City; (b) an escrow with a bank or savings and loan association upon which the City can

draw; (c) an irrevocable clean sight draft or letter of commitment upon which the City can draw; (d) a performance bond for the benefit of the City upon which the City can collect; or (e) any other form of guarantee approved by the Director of Public Works, any one of which is in a form satisfactory to the City Attorney. The term of the guarantee shall be for a period of time sufficient to cover the construction or installation of the public improvements. If the construction or installation is not completed and paid for by the Improvement Contractor according to the requirements of this Agreement and Chapter 9-12, B.R.C. 1981, the City may, in its absolute discretion, complete the construction or installation of the public improvements or cause the same to be done and pay outstanding claims and bills incurred in such completion from the escrow fund or guarantee furnished. The Improvement Contractor shall pay any amount above the amount provided in the guarantee required to complete the construction or installation of the improvements. The Public Works Director shall annually review the guarantee to assure that it meets full current costs of constructing the improvements whose installation it secures and, upon notification, the Improvement Contractor shall amend the guarantee to meet such current costs. The City shall release the guarantee when all the improvements have been constructed or installed and the City has accepted them.

N. Warranty. Upon completion of the public improvements and acceptance by the City, the Improvement Contractor shall warrant all public improvements and utilities for two (2) years and shall secure the two-year (2) warranty by insurance policy or bond from a surety acceptable to the Public Works Director, payable to the City as beneficiary, in an amount adequate to replace or repair twenty (20%) percent of the total value of the improvements if they are damaged or become inoperable during the warranty period. If the Public Works Director determines that any such public improvements require repair or replacement, the Director shall so notify the Improvement Contractor. The City will not approve any other development applications from or improvements constructed or installed by the Improvement Contractor until the Improvement Contractor satisfactorily repairs or replaces a defective improvement. If the Improvement Contractor fails to repair or replace any public improvements after notice, the City may cause the work to be done and charge the cost thereof against the insurance policy or bond. If the amount of the policy, bond, or letter of credit is less than the cost of the repair or replacement, the difference shall be due and payable to the City by the Improvement Contractor.

O. Maintenance of Common Facilities by a Common Interest Community. The owners of Lot 1 and Lot 2 of the Subdivision shall provide for the continued and perpetual maintenance of the private storm water management facilities, the irrigation systems, and landscape maintenance for landscaping, sidewalks, street furniture and planter pots in adjacent rights of way, the shared access drives from Junction Place to the north entrance and from Pearl Parkway to the south entrance of the proposed parking garage on Lot 1 of the Subdivision, the emergency access lanes and the plaza lighting described in Paragraph K above ("Common Facilities") until conveyed to Unit Owners' Association formed by a Common Interest Community Declaration conforming to the requirements of the Colorado Common Interest Ownership Act, pursuant to Article 33.3 of Title 38, C.R.S, and shall thereafter be privately maintained by the Unit Owners' Association.

The Subdivider shall also be responsible for ensuring that the maintenance includes without limitation the following on the Pearl Parkway frontage. As part of the on-going future maintenance of the Pearl Parkway frontage, the following are key requirements of the Subdivider:

(1) Provide irrigation water, and irrigation and landscape maintenance for the divider median between the primary lanes of Pearl Parkway, and the parking lane, as well as the row of street trees along the southerly edge of the multi-use path.

(2) Provide maintenance of the fronting multi-use path, including snow removal for the full width.

(3) Provide maintenance, including snow removal, of the stairs and path connection from the sidewalk along the north side of the access drive to the parking garage (near the south edge of Outlot B of the Subdivision) which continues north across the Goose Creek channel and connects with the south edge of the Goose Creek multi-use path.

The Subdivider grants and the City reserves the right, but is not required, to inspect these areas from time to time to assure that these areas are being properly maintained. If the City determines that these areas are not being properly maintained, the City reserves the right to perform the appropriate maintenance and assess the Subdivider, property owners and/or the Unit Owners' Association, if applicable, for the cost of the maintenance.

P. Creation of a Common Interest Community. The Subdivider agrees to record a Common Interest Community Declaration as described above with the Boulder County Clerk and Recorder and provide evidence of such to the City, prior to final inspections for any building permits within the Subdivision. The Subdivider shall provide copies of the Common Interest Community Declaration to all Unit Owners of the Subdivision. The Declaration shall include the following:

(1) The Common Facilities shall be owned by a Unit Owners' Association organized under Section 38-33.3-101, et seq. CRS;

(2) The Unit Owners' Association, and not the City, shall be responsible for costs associated with the repair, restoration, and continued and perpetual maintenance of the Common Facilities;

(3) The Common Facilities shall not be transferred or conveyed except with ownership of Units, membership in the Unit Owner's Association, or for utility purposes without the prior approval of the City, which approval shall not be unreasonably withheld or delayed; and

(4) Each unit owner within the Subdivision shall be responsible for payment of its proportionate share of any and all taxes or assessments assessed against the

Common Facilities or expenses required for the maintenance of common facilities.

Q. Construction Activities. The Improvement Contractor shall be responsible for ensuring that all construction activities are done in accordance with standard workman-like practices and the Lease Agreement between the City and Pollard Friendly Motors (Oct. 14, 2004), as that agreement has been amended by the First Amendment to the Lease Agreement (Feb. 1, 2013).

R. Transfer of Development Potential (Outlot A). The Subdivider agrees that Outlot A of the Subdivision shall only be owned together with Lot 1 or with the railroad right of way that is located on the east side of the outlot. Any development potential on the outlot may be used for the benefit of Lot 1. Nothing herein shall preclude the owner of Outlot A from installing pedestrian, or bike paths, lockers, shelters or transit station platforms, ticketing vending machines and other transportation amenities after receiving all necessary approvals.

S. Conveyance of Drainage. The Subdivider shall convey the Subdivision's drainage in an historic manner and in accordance with the approved Engineering Plans so as not to adversely affect adjacent property.

T. Defend and Hold Harmless. The Improvement Contractor shall defend and hold the City and RTD harmless from any and all claims or damages that may arise from the Improvement Contractor's actions or omissions relating to its obligations under this Subdivision, including but not limited to the construction of any public or private improvements or the failure to construct the same. Upon the conveyance of Lot 1 pursuant to Section U below prior to construction, RTD waives its right to be indemnified hereunder.

U. Assignment, Assumption and Release of RTD/City. Notwithstanding the foregoing, each of RTD and the City, as Subdivider, shall have the right to assign this Agreement once to a new owner of Lot 1 and Lot 2 of the Subdivision, respectively, and upon such assignment, RTD and the City, respectively, shall be released from all obligations hereunder.

V. Subdivider Warrants Ownership. The Subdivider warrants that it owns the Property and agrees to provide an update of the preliminary title report or attorney memorandum of ownership current as of the date of recording the Final Plat for the Subdivision.

W. Breach by Improvement Contractor. If the Improvement Contractor breaches this Agreement in any respect, the City may withhold approval of all building permits and other development applications requested for the area within the Subdivision until the breaches have been cured. In the event that the Improvement Contractor breaches or fails to perform any required action or pay any fee specified under the Covenants of this Agreement, the Improvement Contractor acknowledges that the City may take all reasonable actions to cure the breach, including, but not limited to, the filing of an action for specific performance of the obligations herein described. In the event the Improvement Contractor fails to pay any monies due under this Agreement or fails to perform any affirmative obligation hereunder,

the Improvement Contractor agrees that the City may collect the monies due in the manner provided in Section 2-2-12, B.R.C. 1981, as amended, as if the said monies were due and owing pursuant to a duly adopted ordinance of the City or the City may perform the obligation on behalf of the Improvement Contractor, and collect its costs in the manner herein provided. The Improvement Contractor agrees to waive any rights they may have under Section 31-20-105, C.R.S., based on the City's lack of an enabling ordinance authorizing the collection of this specific debt, or acknowledges that the adopting of the annexation ordinance is such enabling ordinance. These remedies are in addition to all other remedies available to the City at law or equity.

X. Relationship of this Agreement to Other Agreements. The terms and covenants of this Agreement are in addition to, and do not extinguish unless expressly stated, any other Agreements between the parties.

Y. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Z. Future Interests. If this Agreement is deemed to create an interest in land, this Agreement shall be enforced, if not sooner completed, during the lives of the undersigned plus twenty years and three hundred sixty-four days.

This Agreement is effective on the date below indicated upon the affixing of the parties' signatures.

[The rest of this page left blank intentionally]

SUBDIVIDER:
REGIONAL TRANSPORTATION DISTRICT,

By:_____
Phillip A. Washington, General Manager

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me a Notary Public this 31st day of May, 2013, by Phillip A. Washington as General Manager of Regional Transportation District.

Witness my hand and official seal.
My Commission expires: 7-31-13.

(Seal)

ROSALIE L. HANKUS NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 7-31-2013

Rosalie L. Hankus
Notary Public

Approved as to form:

_____
Marla Lien, General Counsel

CITY OF BOULDER, COLORADO
(Owner of Lot 1 and Lot 2, Boulder Transit Village Subdivision and proposed owner of Lot 2 and Lot 3, Boulder Transit Village Replat A)

By: Jane S Brautigam
Jane S. Brautigam, City Manager

ATTEST:

By: Alisa D Lewis
City Clerk

APPROVED AS TO FORM:

City Attorney

Date June 5, 2013

CITY OF BOULDER, COLORADO
(in its capacity as Land Use Authority)

By: _____
Jane S. Brautigam, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Date June 5, 2013

Land Title Guarantee Company

Copy sent
Date: June 28, 2011 KAB

THE BOULDER MUNICIPAL PROPERTY AUTHORITY
C/O CITY ATTORNEY'S OFFICE
P.O. BOX 791
BOULDER, CO 80306
JULIA CHASE

Enclosed please find the title insurance policy for your property
located at 30TH & PEARL BOULDER CO 80302.

The following endorsements are included in this policy:

Arbitration Deletion Endorsement
Creditors Rights Endorsement
Deletion of Standard Exception(s)

Please review this policy in its entirety. In the event that you find any discrepancy, or if you have any questions regarding your final title policy, you may contact Final Policy Department.

Phone: 303-444-4101 Fax: 303-786-8423

Please refer to our Order No. WC80007603.

Should you decide to sell the property described in this policy, or if you are required to purchase a new title commitment for mortgage purposes, you may be entitled to a credit toward future title insurance premiums. Land Title Guarantee Company will retain a copy of this policy so we will be able to provide future products and services to you quickly and efficiently.

Thank you for giving us the opportunity to serve you.

Sincerely,

Land Title Guarantee Company

Owner's Policy

American Land Title Association Owner's Policy 10-17-92

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorney's fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.
IN WITNESS WHEREOF, the said OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the policy to be valid when countersigned by an authorized officer or agent of the Company.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the transaction creating the estate or interest insured by this policy being deemed preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111

Issued through the Office of:
LAND TITLE GUARANTEE COMPANY
2595 CANYON BLVD #340
BOULDER, CO 80302
303-850-4165

Authorized Signature

David Wold

CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance After Conveyance of Title.

The following coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim to be Given by Insured Claimant.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant to Cooperate.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desireable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondense and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

7. Determination, Extent of Liability and Coinsurance.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. Apportionment.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Insurance; Reduction or Termination of Liability.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Noncumulative.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedula A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment of Settlement.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. Arbitration.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance of $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorney's fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

15. Liability Limited to this Policy; Policy Entire Contract.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. Severability.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to its Home Office: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612)371-1111.

LTG Policy No. LTBI80007603

Form AO/ORT

Our Order No. WC80007603 **Schedule A** **Amount** $4,808,893.33

Property Address: 30TH & PEARL BOULDER CO 80302

1. **Policy Date:** October 15, 2004 at 5:00 P.M.

2. **Name of Insured:**

   THE BOULDER MUNICIPAL PROPERTY AUTHORITY, A COLORADO NON-PROFIT CORPORATION

3. **The estate or interest in the Land described or referred to in this Schedule and which is covered by this policy is:**

   A Fee Simple

4. **Title to the estate or interest covered by this policy at the date hereof is vested in:**

   THE BOULDER MUNICIPAL PROPERTY AUTHORITY, A COLORADO NON-PROFIT CORPORATION

5. **The land referred to in this policy is described as follows:**

   SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

This Policy valid only if Schedule B is attached.

Land Title Guarantee Company
Representing Old Republic National Title Insurance Company

EXHIBIT "A" LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5, F-1, #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS SOUTH 00 DEGREES 14'20" EAST, THENCE NORTH 89 DEGREES 40'15" EAST, 663.15 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29; THENCE SOUTH 00 DEGREES 12'00" EAST, 121.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH 79 DEGREES 49'40" WEST, 131.13 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 45'40" WEST, 140.20 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 59'00" EAST, 213.11 FEET;
THENCE NORTH 89 DEGREES 45'40" EAST, 63.99 FEET;
THENCE SOUTH 00 DEGREES 59'00" EAST, 343.09 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;
THENCE SOUTH 74 DEGREES 49'00" WEST, 46.16 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF PEARL STREET;
THENCE SOUTH 77 DEGREES 01'09" WEST, 195.16 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID PEARL STREET;
THENCE SOUTH 74 DEGREES 49'00" WEST, 117.85 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID PEARL STREET TO A POINT OF CURVE TO THE RIGHT;
THENCE NORTHWESTERLY, 69.39 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 56 DEGREES 00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 77 DEGREES 11'00" WEST, 66.67 FEET;
THENCE NORTHWESTERLY, 2.33 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO 3000 PEARL PARTNERSHIP AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1075 AS RECEPTION NO. 351290 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 3 DEGREES 42'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35 DEGREES 56'46" WEST, 2.33 FEET;
THENCE NORTH 00 DEGREES 14'20" WEST, 20.34 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1075 AS RECEPTION NO. 351290 TO THE NORTHWESTERLY CORNER THEREOF;
THENCE NORTH 01 DEGREES 29'13" WEST, 102.93 FEET ALONG THE EAST RIGHT OF WAY LINE OF 30TH STREET IN THE CITY OF BOULDER TO THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE NORTH 02 DEGREES 11' 10" WEST, 206.81 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER THEREOF;
THENCE NORTH 75 DEGREES 11'50" EAST, 0.46 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 3;
THENCE NORTH 02 DEGREES 11'10" WEST, 20.00 FEET ALONG THE WEST LINE OF SAID LOT 3;
THENCE NORTH 00 DEGREES 14'20" WEST, 274.50 FEET ALONG THE WEST LINE OF SAID

LTG Policy No. LTBJ80007603

Our Order No. WC80007603

EXHIBIT "A" LEGAL DESCRIPTION

LOT 3 TO THE NORTHWEST CORNER THEREOF;
THENCE NORTH 89 DEGREES 45'40" EAST, 353.40 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING,
COUNTY OF BOULDER, STATE OF COLORADO.

LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL, BARRELL & CO.
4840 PEARL EAST CIRCLE, SUITE 114
BOULDER, CO 80301-2475
(303) 442-4338

Our Order No. WC80007603

Schedule B

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties in possession not shown by the public records.

2. Easements, or claims of easements, not shown by the public records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.

4. Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

5. TAXES AND ASSESSMENTS FOR THE YEAR 2004 AND SUBSEQUENT YEARS NOT YET DUE OR PAYABLE.

6. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF COMM 30.

7. RIGHT OF WAY AND INCIDENTAL PURPOSES GRANTED TO MELVIN C. GOSS FOR ELECTRIC TRANSMISSION LINES AND TOWERS RECORDED NOVEMBER 06, 1924 IN BOOK 511 AT PAGE 322.

   NOTE: DELIMITATION OF SAID RIGHT OF WAY RECORDED NOVEMBER 04, 1974 UNDER RECEPTION NO. 120453.

   CORRECTION OF SAID DELIMITATION RECORDED JULY 29, 1986 UNDER RECEPTION NO. 777090.

8. UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED DECEMBER 09, 1970, UNDER RECEPTION NO. 961896.

9. UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED AUGUST 31, 1971, UNDER RECEPTION NO. 988331.

10. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT GRANT RECORDED SEPTEMBER 10, 1976 AT RECEPTION NO. 191654.

11. MINERAL AND MINERAL RIGHTS RESERVATION AS EVIDENCED BY MINERAL DEED RECORDED DECEMBER 18, 1984 UNDER RECEPTION NO. 662710.

Our Order No. WC80007603

Schedule B

12. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 17, 1202 UNDER RECEPTION NO. 2288476.

13. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT TO THE CITY OF BOULDER RECORDED MARCH 21, 1994 AT RECEPTION NO. 1407319.

14. RESERVATIONS BY THE CITY OF BOULDER CONTAINED IN DEED RECORDED MARCH 21, 1994 UNDER RECEPTION NO. 1407321.

15. RESERVATION OF IMPROVEMENTS BY UNION PACIFIC RAILROAD COMPANY CONTAINED IN DEED RECORDED AUGUST 05, 1987 UNDER RECEPTION NO. 868399.

16. TERMS, CONDITIONS AND PROVISIONS OF LEASE AGREEMENT BY AND BETWEEN THE CITY OF BOULDER, A COLORADO MUNICIPAL CORPORATION AND POLLARD FRIENDLY MOTOR CO., A COLORADO CORPORATION, MEMORANDUM OF WHICH IS RECORDED OCTOBER 15, 2004 AT RECEPTION NO. 2635327.

17. TERMS, CONDITIONS AND PROVISIONS OF CITY OF BOULDER ORDINANCE NO. 7392 REGARDING EXEMPTION FROM SUBDIVISION PROCESS RECORDED OCTOBER 12, 2004 AT RECEPTION NO. 2634388.

18. ANY BOUNDARY DISCREPANCY DUE TO THE LOCATION OF FENCE LINES ACROSS ALL PARCELS OF SUBJECT PROPERTY, AND ACROSS THE NORTHERLY PORTION OF PARCELS B AND C, AS MORE PARTICULARLY EVIDENCED ON SURVEY BY DREXEL, BARRELL & CO., JOB NO. 2607-25A, DATED MARCH 2, 2000 AND LAST REVISED SEPTEMBER 24, 2004, AND THE EFFECT OF ANY RIGHT, TITLE OR INTEREST THAT MAY BE CLAIMED DUE TO ANY SAID DISCREPANCY.

19. EXISTENCE OF OVERHEAD POWERLINES, POWER POLES, WATERLINES, TELEPHONE MANHOLE COVERS, WATERMETER VALVES AND DRAINAGE GRATE, OVER, ACROSS AND THROUGH SUBJECT PROPERTY AND OUTSIDE OF RECORDED EASEMENTS AS MORE PARTICULARLY EVIDENCED ON SURVEY BY DREXEL, BARRELL & CO., JOB NO. 2607-25A, DATED MARCH 2, 2000, LAST REVISED SEPTEMBER 24, 2004.

20. LOCATION OF A PORTION OF SUBJECT PROPERTY WITHIN FLOOD ZONE AS EVIDENCED ON SURVEY BY DREXEL, BARRELL & CO., JOB NO. 2607-25A, DATED MARCH 2, 2000, AND LAST REVISED SEPTEMBER 24, 2004.

Our Order No. WC80007603

Schedule B

21. DEED OF TRUST DATED OCTOBER 14, 2004, FROM THE BOULDER MUNICIPAL PROPERTY AUTHORITY, A COLORADO NON-PROFIT CORPORATION TO THE PUBLIC TRUSTEE OF BOULDER COUNTY FOR THE USE OF THIRTIETH AND PEARL, LLC A COLORADO LIMITED LIABILITY COMPANY TO SECURE THE SUM OF $2,600,000.00 RECORDED OCTOBER 15, 2004, UNDER RECEPTION NO. 2635326.

ITEM NOS. 1 THROUGH 3 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS RESULTING FROM WORK OR MATERIAL CONTRACTED FOR OR FURNISHED AT THE REQUEST OF THIRTIETH AND PEARL, LLC A COLORADO LIMITED LIABILITY COMPANY.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF THE BOULDER MUNICIPAL PROPERTY AUTHORITY, A COLORADO NON-PROFIT CORPORATION.

Land Title Guarantee Company

ENDORSEMENT
ARBITRATION DELETION

Case *WC80007603*
Policy *LTBI80007603*
Loan #

Dated as of the date of the policy to which this endorsement is attached Conditions and Stipulations Section **14** *entitled Arbitration is hereby modified so as to remove the Company's right to demand arbitration.*

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Land Title Guarantee Company

ENDORSEMENT - CREDITORS RIGHTS

Case *WC80007603*
LTG Policy *LTBI80007603*

Loan #

Said policy is hereby amended by deleting Paragraph 4 of the Exclusions from Coverage.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

ERO Resources Corp.

September 24, 2012

To: Alex May P.E., Transportation Project Manager; City of Boulder Department of Public Works and Transportation Division

From: Courtney Sockwell, ERO Resources Corporation

Re: Pearl Street Trenching Contaminated Soil Responses

This letter summarizes the research and responses conducted by ERO Resources Corporation (ERO) related to contaminated soil encountered during trenching along Pearl Street, east of 30th Avenue in Boulder, Colorado (hereafter referred to as the "subject site"). After being notified that petroleum contaminated soil had been encountered and responding to the site, ERO reviewed a previous Phase I Environmental Site Assessment (ESA) and Phase II ESA conducted for the Pollard Motor Company property, located at 2360 30th Street in Boulder, Colorado, including the subject site.

The Phase I ESA identified a former petroleum bulk storage facility on the property from the early 1960s until the mid 1970s as a recognized environmental condition associated with the property. Six aboveground storage tanks (ASTs) were observed on the property in the historical aerial photographs reviewed (Freedom 2001). The ASTs were located on the subject site along the north side of Pearl Street, east of 30th Avenue.

A Phase II ESA was conducted at the property on August 23, 2004 by Freedom. The Phase II ESA consisted of drilling eight soil borings and installing ground water monitoring wells in four of the borings. One soil sample was collected from FMW-1 at a depth of two feet bgs. Ground water samples were collected from two monitoring wells (FMW-1 and FMW-2) presumed to be located in the vicinity of the former bulk storage facility. No petroleum hydrocarbons were detected in the soil sample or ground water samples from those wells. The Phase II ESA report "revealed no indications of a presence of soil or ground water impacts associated with the historic operation of a petroleum bulk plant on the southern portion of the site" (Freedom 2004).

On July 17, 2012, Courtney Sockwell, with ERO Resources Corp. (ERO), responded to the site on Pearl Street, east of 30th Avenue in Boulder, Colorado after petroleum contaminated soil was encountered during trenching associated with the installation of new conduit in a shared use utility trench. Upon arriving at the site, petroleum contaminated soil was observed in the trench from approximately station 6+00 west to station 6+25 at depths ranging from 4 feet below ground surface (bgs) to 8 feet bgs.

Denver
1842 Clarkson St.
Denver, CO 80218
303.830.1188

Boise
3314 Grace St.
Boise, ID 83703
208.373.7983

Durango
1015 ½ Main Avenue
Durango, CO 81301
970.422.2136

Western Slope
P.O. Box 932
161 South 2nd St.
Hotchkiss, CO 81419
970.872.3020

www.eroresources.com

The contaminated soil was grey to green in color and exhibited a strong petroleum hydrocarbon odor.

ERO placed soil from this zone in a Ziploc bag and allowed it to volatilize before inserting a photoionization detector (PID) capable of measuring volatile organic compounds (VOCs) in parts per million (ppm). The "bag sample" collected contained a VOC concentration of 2,700 ppm. The two soil samples (SS-1 and SS-2) collected from this zone (6+00 to 6+25) were placed in laboratory provided sample jars and placed on ice for delivery to Accutest Laboratories, Inc. in Wheat Ridge, Colorado (Accutest) for chemical analysis for benzene, toluene, ethylbenzene, and total xylenes (collectively referred to as "BTEX") by EPA Method 8260b and for total lead by EPA Method 6010C. Concentrations of ethylbenzene, xylene, and lead were detected in the samples (Table 1).

Table 1. Soil Sample Results.

Sample ID	Benzene[1]	Toluene[1]	Ethylbenzene[1]	Total Xylenes[1]	Lead[1]
SS-1	ND	ND	0.3	1.26	14.0
SS-2	ND	ND	3.93	33.1	16.7
CSEV[2]	1.2	4,700	6	710	400

[1] = All concentrations are reported in mg/kg; [2]= Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, Table 1. Colorado Residential Soil Evaluation Values (CSEV) – July 2001; ND = Analyte not detected above the laboratory method detection limit

A special waste profile (Profile #5125-1212181) was generated by Republic Services using the analytical results from samples SS-1 and SS-2. A copy of the approved special waste profile is attached. ERO contracted Hudspeth and Associates, Inc. (H&A) to conduct the excavation and hauling of the contaminated soil. A total of 12 loads of soil, totaling approximately 216 cubic yards, were removed from the site and disposed at the Republic Services Foothills Landfill at 8900 Highway 93 on July 23 and 24, 2012. Each load was delivered to the landfill under a separate special waste manifest signed by Alex May P.E., the authorized representative for the City of Boulder. Copies of the signed manifests are attached.

ERO collected "bag samples" from the trench at approximately 4 feet bgs and 8 feet bgs at stations 6+50, 6+75, and 7+00 and screened them for VOCs using a PID. No VOC concentrations were detected in the bag samples from those depths. In addition, ERO collected a bag sample from approximately 9 feet bgs at station 6+50. The bag sample from 9 feet bgs at station 6+50 contained a VOC concentration of 213 ppm. The trench depth became progressively shallower to the west and no additional samples were collected from 9 feet bgs. The contaminated soil was primarily located between stations 6+00 and 6+25, but soil was removed from the trench all the way to station 7+05 to ensure all potentially contaminated soil was removed from the trench. A copy of the Underground Electrical Plans showing the excavated area is attached.

On July 23, 2012, H&A also excavated a pit for a Century Link manhole at approximately station 6+25. Ground water was observed in the pit at an approximate depth of 11-12 feet bgs. A ground water sample (EGW-1) was collected from the

excavation using a disposable bailer. The ground water sample was placed in laboratory provided sample bottles and placed on ice for delivery to Accutest for chemical analysis for BTEX by EPA Method 8260B, pH by EPA Method SM20, and for the eight Resource Conservation and Recovery Act (RCRA) metals using the Toxicity Characteristic Leaching Procedure (TCLP) in anticipation of potential dewatering and off-site wastewater disposal (Table 2.).

Table 2. Ground Water Sample Results for EGW-1.

Analyte	Result[1]	CBGWS
Benzene	ND	0.005
Toluene	ND	0.56
Ethylbenzene	0.041	0.70
Total Xylenes	0.0825	1.4
pH	7.37	NS
Arsenic[2]	<0.025	NA
Barium[2]	<1.0	NA
Cadmium[2]	<0.010	NA
Chromium[2]	<0.010	NA
Lead[2]	<0.050	NA
Mercury[2]	<0.00010	NA
Selenium[2]	<0.050	NA
Silver[2]	<0.030	NA

CBGWS = Colorado Basic Ground Water Standard in mg/L; [1] = All sample results reported in mg/L, with the exception of pH; [2] = TCLP results; NS = No Standard; NA = Not Applicable.

H&A placed about 2-3 feet of clean fill in the bottom of the trench from approximately station 6+00 to 6+25 to cover the contaminated soil on the bottom of the trench to minimize worker exposure to petroleum hydrocarbon vapors. Sturgeon Electric placed the conduit in the trench through this section while Craig Sovka with ERO Resources periodically monitored in the trench for VOCs using a PID. No VOCs were detected in the trench except for when the workers were gluing pipe joints with PVC glue. The Century Link manhole vault was installed on July 25, 2012 and dewatering was unnecessary for the installation. H&A completed their excavation trenching on July 25, 2012 and removed all equipment from the site returning control of the site to Sturgeon Electric.

On September 10, 2012, ERO returned to the site to sample monitoring wells FMW-1 and FMW-2 located in the vicinity of the ASTs associated with the former bulk plant. The depth to water was measured in each well prior to purging and sampling. Three casing volumes of water were purged from the wells prior to sampling. The ground water samples were collected in laboratory provided sample bottles and placed on ice for delivery to Accutest Laboratory in Wheat Ridge, Colorado for chemical analysis for volatile organic compounds (VOCs) by EPA Method 8260B. No petroleum hydrocarbons were detected in the ground water samples collected from FMW-1 and FMW-2. Bromodichloromethane and chloroform were detected at concentrations that exceed their respective CBGWS, and no other VOCs were detected in the ground water samples (Table 3).

Table 3. Ground water sample results for FMW-1 and FMW-2.

Analyte	FMW-1[1]	FMW-2[1]	CBGWS[1]	Depth to Water
Bromodichloromethane	0.0021	0.0015	0.00056	9.37[2]
Chloroform	0.0469	0.0231	0.0035	9.83[2]

[1] = All sample results reported in mg/L; [2] = Depth to ground water below the top of the well casing.

The potential source of bromodichloromethane and chloroform in the ground water at the site is unknown, as both chemicals are typical byproducts of the process for chlorinating drinking water. ERO does not recommend any further investigation of the site at this time, however if in the future the City would like to obtain a "No Further Action" letter for the site it might be necessary to submit an application to the Voluntary Cleanup Program administered by the Colorado Department of Public Health and Environment (CDPHE).

If you have any questions regarding the cleanup, please feel free to give me a call at (303) 830-1188.

Sincerely,



Courtney Sockwell
Environmental Scientist

Attachments



Figure 1
Site Map

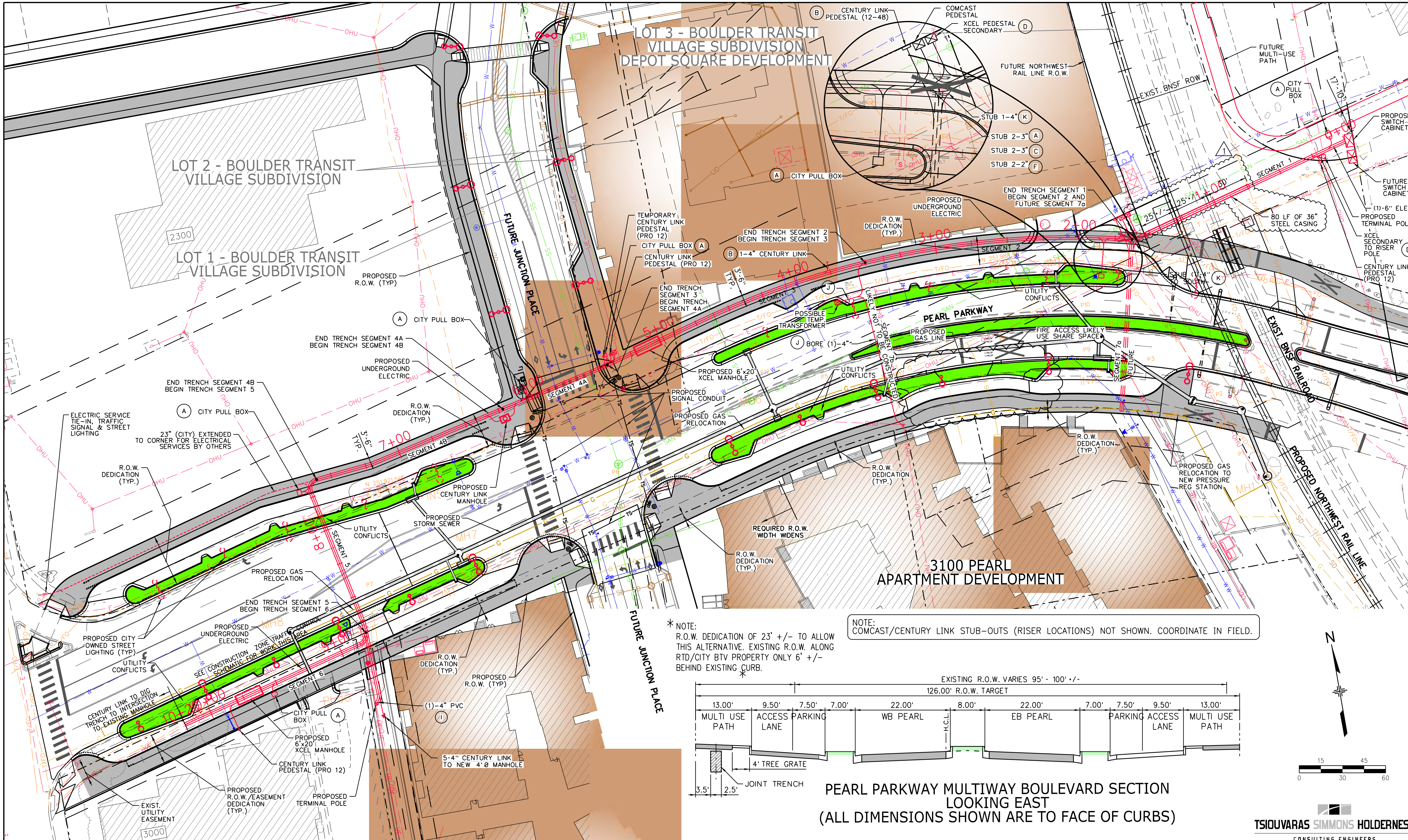
0 75 150 feet

N

Prepared for: City of Boulder
File: 5273 figure 1.mxd [dlH]
September 2012

ERO Resources Corp.

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Computer File Information			
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Last Modification Date:	04-04-12	Initials:	DJH
Full Path:			
File Name:	1011159-EXHIBIT - XCEL PLAN.dgn		
CAD Ver. MicroStation V8	Orig. Scale:	Units:	ENGLISH

Sheet Revisions			
R-1	06-29-11	Revised Casing	ALM
R-2	04-04-12	REVISIONS REQUESTED BY COMCAST AND CENTURY LINK	ALM

CITY OF BOULDER PUBLIC WORKS DEPARTMENT

As Constructed	
No Revisions:	2
Revised:	04-04-12
Void:	

BOULDER TRANSIT VILLAGE AREA PLAN
PEARL PARKWAY ALTERNATE 2
UNDERGROUND ELECTRICAL PLAN

Designer:	A. MAY	Structure Numbers	
Detailer:	DJH		
Sheet Subset:	EXHIBIT	Subset Sheets:	1 of 2

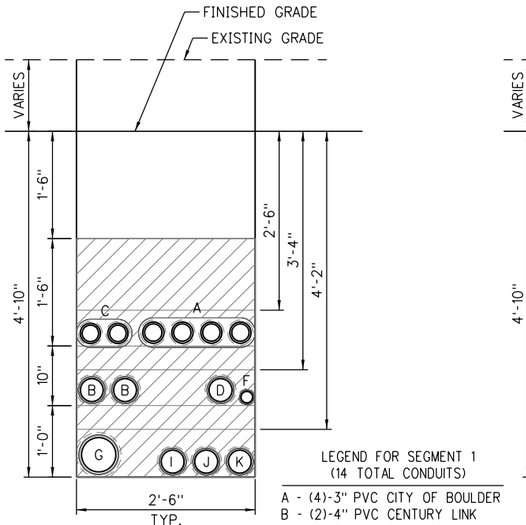
FINAL

JUNE 29, 2011

Sheet Number 1

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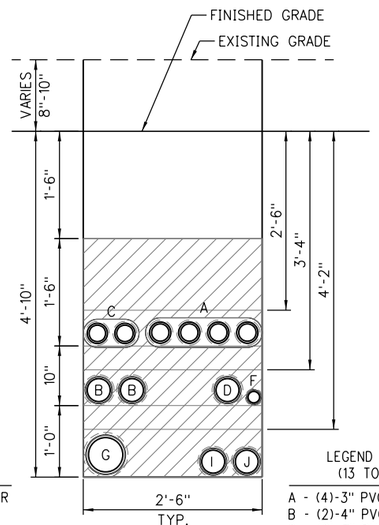
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SEGMENT 1
UTILITY TRENCH

LEGEND FOR SEGMENT 1
(14 TOTAL CONDUITS)

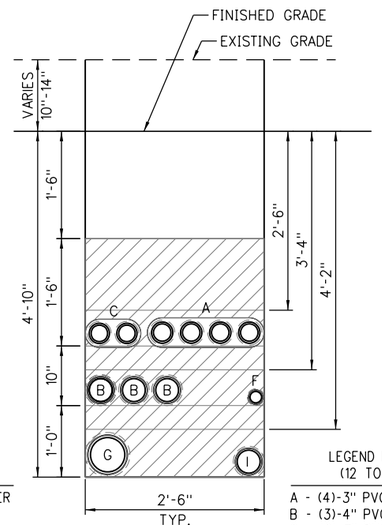
A - (4)-3" PVC CITY OF BOULDER
B - (2)-4" PVC CENTURY LINK
C - (2)-3" PVC COMCAST
D - (1)-4" PVC SECONDARY
F - (1)-2" PVC SMART GRID
G - (1)-6" PVC FEEDER
I - (1)-4" PVC PRIMARY
J - (1)-4" PVC PRIMARY
K - (1)-4" PVC PRIMARY 3100 PEARL



SEGMENT 2
UTILITY TRENCH

LEGEND FOR SEGMENT 2
(13 TOTAL CONDUITS)

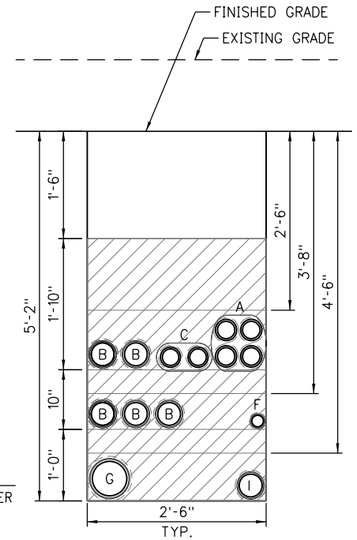
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B - (2)-4" PVC CENTURY LINK
C - (2)-3" PVC COMCAST
D - (1)-4" PVC SECONDARY
F - (1)-2" PVC SMART GRID
G - (1)-6" PVC FEEDER
I - (1)-4" PVC PRIMARY
J - (1)-4" PVC PRIMARY



SEGMENT 3
UTILITY TRENCH

LEGEND FOR SEGMENT 3
(12 TOTAL CONDUITS)

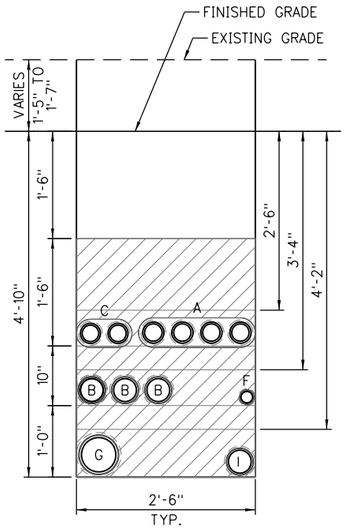
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B - (3)-4" PVC CENTURY LINK
C - (2)-3" PVC COMCAST
F - (1)-2" PVC SMART GRID
G - (1)-6" PVC FEEDER
I - (1)-4" PVC PRIMARY



SEGMENT 4A
UTILITY TRENCH
(TRENCH DEPTH INCREASES
2" TO ACCOMMODATE (A) STACKED)

LEGEND FOR SEGMENT 4A
(14 TOTAL CONDUITS)

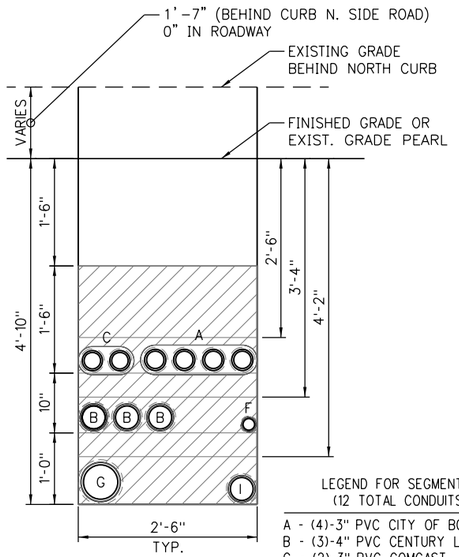
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B - (5)-4" PVC CENTURY LINK
C - (2)-3" PVC COMCAST
F - (1)-2" PVC SMART GRID
G - (1)-6" PVC FEEDER
I - (1)-4" PVC PRIMARY



SEGMENT 4B
UTILITY TRENCH
(TRANSITIONS AT CENTURY
LINK MANHOLE)

LEGEND FOR SEGMENT 4B
(12 TOTAL CONDUITS)

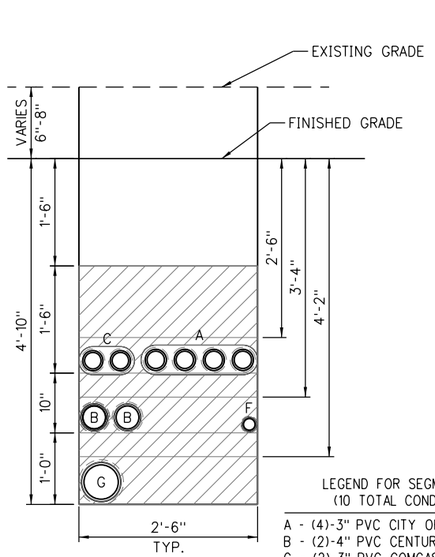
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B - (3)-4" PVC CENTURY LINK
C - (2)-3" PVC COMCAST
F - (1)-2" PVC SMART GRID
G - (1)-6" PVC FEEDER
I - (1)-4" PVC PRIMARY



SEGMENT 5
UTILITY TRENCH

LEGEND FOR SEGMENT 5
(12 TOTAL CONDUITS)

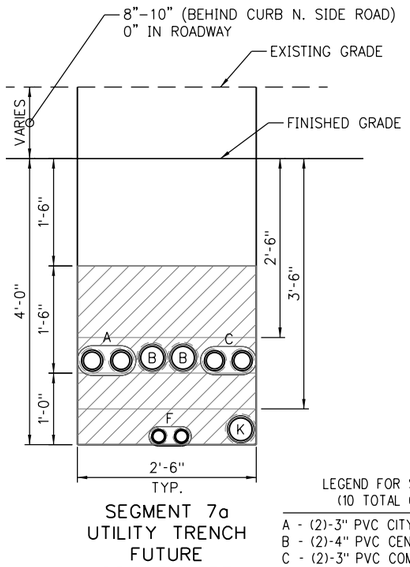
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B - (3)-4" PVC CENTURY LINK
C - (2)-3" PVC COMCAST
F - (1)-2" PVC SMART GRID
G - (1)-6" PVC FEEDER
I - (1)-4" PVC PRIMARY



SEGMENT 6
UTILITY TRENCH

LEGEND FOR SEGMENT 6
(10 TOTAL CONDUITS)

A - (4)-3" PVC CITY OF BOULDER
B - (2)-4" PVC CENTURY LINK
C - (2)-3" PVC COMCAST
F - (1)-2" PVC SMART GRID
G - (1)-6" PVC FEEDER



SEGMENT 7a
UTILITY TRENCH
FUTURE
(LOOKING NORTH)

LEGEND FOR SEGMENT 7a
(10 TOTAL CONDUITS)

A - (2)-3" PVC CITY OF BOULDER
B - (2)-4" PVC CENTURY LINK
C - (2)-3" PVC COMCAST
F - (2)-2" PVC SMART GRID
K - (1)-4" PVC PRIMARY 3100 PEARL

LEGEND

CDOT STRUCTURE BACKFILL (FLOWFILL), STRUCTURE BACKFILL (CLASS 1) OR ABC (CLASS 6)

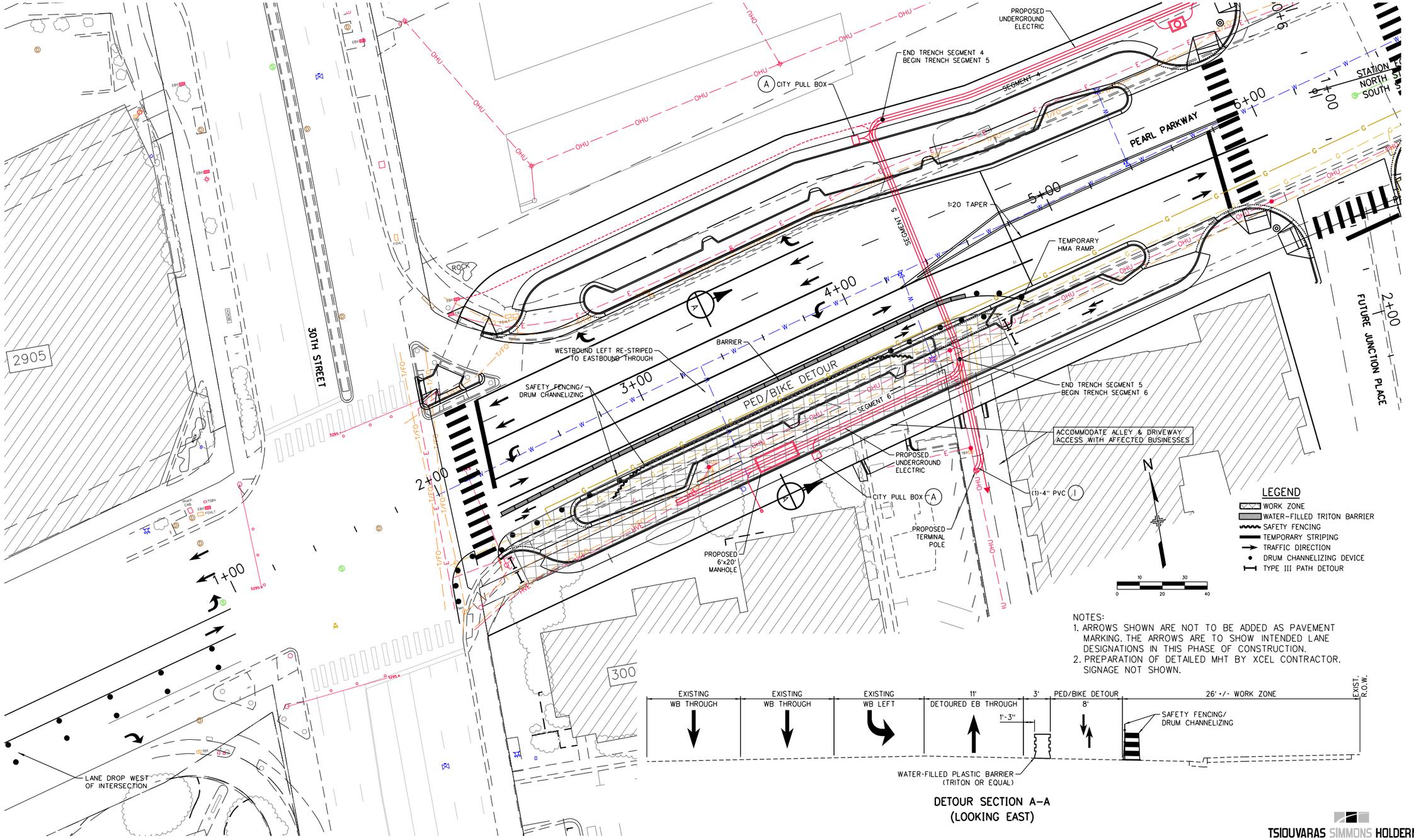
NOTE:
SEE UTILITY PLANS FOR LOCATIONS OF EACH TYPE OF CONDUIT TRENCH

R-2 REVISION 2 MODIFICATIONS INCLUDED REQUEST BY COMCAST TO UPSIZE CONDUIT FROM 2" TO 3" AND REQUEST FROM CENTURY LINK TO ADD CONDUITS AND LOCATE ON NORTH SIDE OF TRENCH. CITY CONDUIT WAS RELOCATED TO SOUTH SIDE OF TRENCH AND UPSIZED TO 3". IN ADDITION, CONDUIT (E) 2" SPARE PVC FOR FUTURE STREET LIGHT WAS REMOVED FROM ALL SEGMENTS AND CONDUIT (D) WAS REMOVED FROM SEGMENTS 3, 4, 5 AND 6.

TSIOUVARAS SIMMONS HOLDERNESS
CONSULTING ENGINEERS

Computer File Information				Sheet Revisions				As Constructed		BOULDER TRANSIT VILLAGE AREA PLAN PEARL PARKWAY ALTERNATE 2 UNDERGROUND ELECTRICAL DETAILS				FINAL
Creation Date:	05-05-11	Initials:	R-2	04-04-12	REVISIONS REQUESTED BY COMCAST AND CENTURY LINK	ALM	CITY OF BOULDER PUBLIC WORKS DEPARTMENT	No Revisions:	2	Designer:	A. MAY	Structure Numbers		MAY 26, 2011
Last Modification Date:	05-26-11	Initials: KSD						Revised:	04-04-12	Detailer:	KSD			
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DETOUR SECTION A–A
(LOOKING EAST)

TSIOUVARAS SIMMONS HOLDERNESS
CONSULTING ENGINEERS

5/11/2012 1:23:59 PM

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Last Modification Date: 05-26-11 Initials:							Revised:	Detailer: KSD		
Full Path:							Void:	Sheet Subset: XCEL	Subset Sheets: 1 of 1	Sheet Number 1
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CITY OF BOULDER PUBLIC WORKS DEPARTMENT

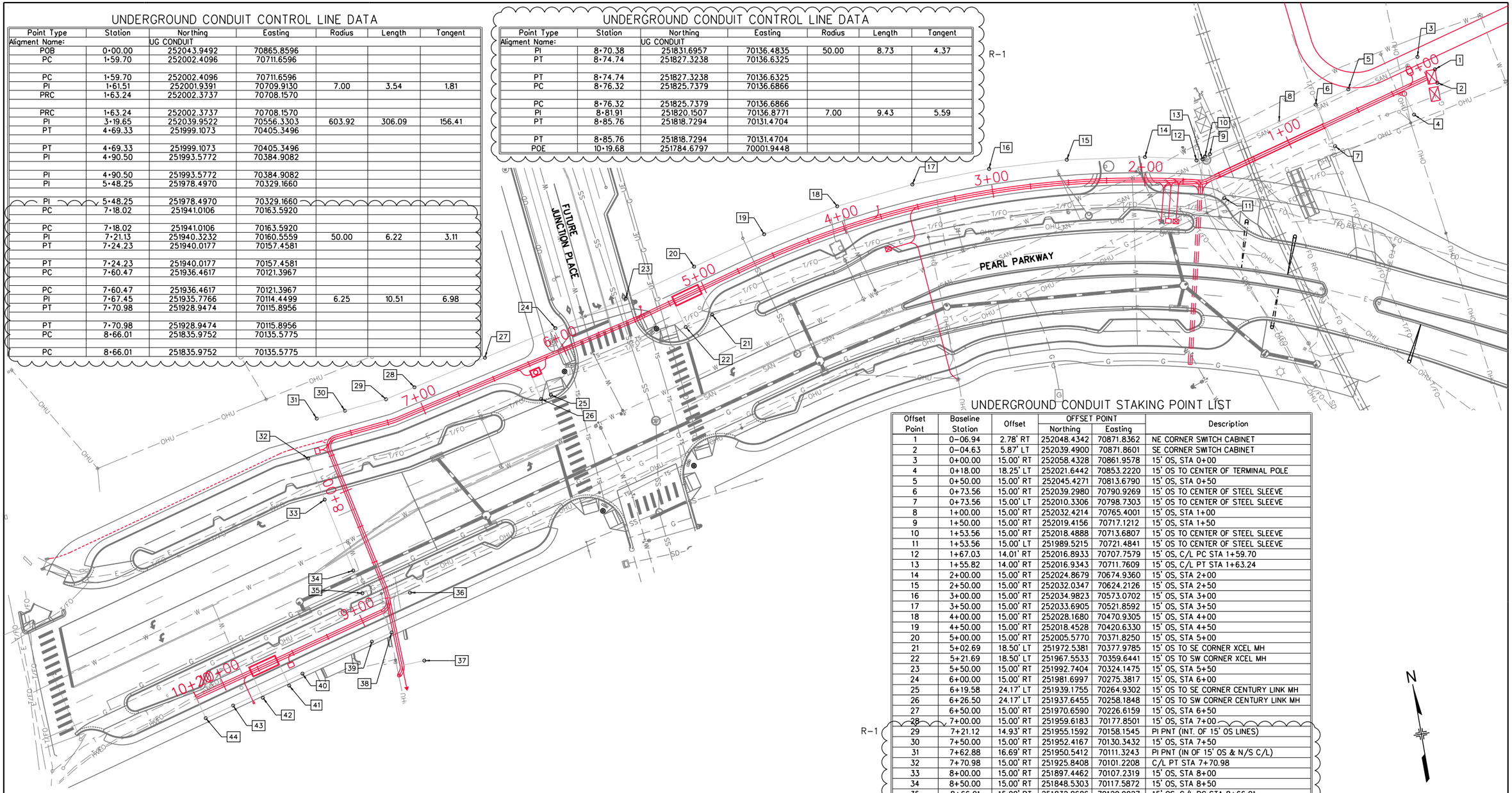
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Point Type	Station	Northing	Easting	Radius	Length	Tangent
Aligment Name:		UG CONDUIT				
POB	0+00.00	252043.9492	70865.8596			
PC	1+59.70	252002.4096	70711.6596			
PC	1+59.70	252002.4096	70711.6596			
PI	1+61.51	252001.9391	70709.9130	7.00	3.54	1.81
PRC	1+63.24	252002.3737	70708.1570			
PRC	1+63.24	252002.3737	70708.1570			
PI	3+19.65	252039.9522	70556.3303	603.92	306.09	156.41
PT	4+69.33	251999.1073	70405.3496			
PT	4+69.33	251999.1073	70405.3496			
PI	4+90.50	251993.5772	70384.9082			
PI	4+90.50	251993.5772	70384.9082			
PI	5+48.25	251978.4970	70329.1660			
PI	5+48.25	251978.4970	70329.1660			
PC	7+18.02	251941.0106	70163.5920			
PC	7+18.02	251941.0106	70163.5920			
PI	7+21.13	251940.3232	70160.5559	50.00	6.22	3.11
PT	7+24.23	251940.0177	70157.4581			
PT	7+24.23	251940.0177	70157.4581			
PC	7+60.47	251936.4617	70121.3967			
PC	7+60.47	251936.4617	70121.3967			
PI	7+67.45	251935.7766	70114.4499	6.25	10.51	6.98
PT	7+70.98	251928.9474	70115.8956			
PT	7+70.98	251928.9474	70115.8956			
PC	8+66.01	251835.9752	70135.5775			
PC	8+66.01	251835.9752	70135.5775			

UNDERGROUND CONDUIT CONTROL LINE DATA

Point Type	Station	Northing	Easting	Radius	Length	Tangent
Aligment Name:		UG CONDUIT				
PI	8+70.38	251831.6957	70136.4835	50.00	8.73	4.37
PT	8+74.74	251827.3238	70136.6325			
PT	8+74.74	251827.3238	70136.6325			
PC	8+76.32	251825.7379	70136.6866			
PC	8+76.32	251825.7379	70136.6866			
PI	8+81.91	251820.1507	70136.8771	7.00	9.43	5.59
PT	8+85.76	251818.7294	70131.4704			
PT	8+85.76	251818.7294	70131.4704			
POE	10+19.68	251784.6797	70001.9448			

R-1



UNDERGROUND CONDUIT STAKING POINT LIST

Offset Point	Baseline Station	Offset	OFFSET POINT Northing	OFFSET POINT Easting	Description
1	0-06.94	2.78' RT	252048.4342	70871.8362	NE CORNER SWITCH CABINET
2	0-04.63	5.87' LT	252039.4900	70871.8601	SE CORNER SWITCH CABINET
3	0+00.00	15.00' RT	252058.4328	70861.9578	15' OS, STA 0+00
4	0+18.00	18.25' LT	252021.6442	70853.2220	15' OS TO CENTER OF TERMINAL POLE
5	0+50.00	15.00' RT	252045.4271	70813.6790	15' OS, STA 0+50
6	0+73.56	15.00' RT	252039.2980	70790.9269	15' OS TO CENTER OF STEEL SLEEVE
7	0+73.56	15.00' LT	252010.3306	70798.7303	15' OS TO CENTER OF STEEL SLEEVE
8	1+00.00	15.00' RT	252032.4214	70765.4001	15' OS, STA 1+00
9	1+50.00	15.00' RT	252019.4156	70717.1212	15' OS, STA 1+50
10	1+53.56	15.00' RT	252018.4888	70713.6807	15' OS TO CENTER OF STEEL SLEEVE
11	1+53.56	15.00' LT	251989.5215	70721.4841	15' OS TO CENTER OF STEEL SLEEVE
12	1+67.03	14.01' RT	252016.8933	70707.7579	15' OS, C/L PC STA 1+59.70
13	1+55.82	14.00' RT	252016.9343	70711.7609	15' OS, C/L PT STA 1+63.24
14	2+00.00	15.00' RT	252024.8679	70674.9360	15' OS, STA 2+00
15	2+50.00	15.00' RT	252032.0347	70624.2126	15' OS, STA 2+50
16	3+00.00	15.00' RT	252034.9823	70573.0702	15' OS, STA 3+00
17	3+50.00	15.00' RT	252033.6905	70521.8592	15' OS, STA 3+50
18	4+00.00	15.00' RT	252028.1680	70470.9305	15' OS, STA 4+00
19	4+50.00	15.00' RT	252018.4528	70420.6330	15' OS, STA 4+50
20	5+00.00	15.00' RT	252005.5770	70371.8250	15' OS, STA 5+00
21	5+02.69	18.50' LT	251972.5381	70377.9785	15' OS TO SE CORNER XCEL MH
22	5+21.69	18.50' LT	251967.5533	70359.6441	15' OS TO SW CORNER XCEL MH
23	5+50.00	15.00' RT	251992.7404	70324.1475	15' OS, STA 5+50
24	6+00.00	15.00' RT	251981.6997	70275.3817	15' OS, STA 6+00
25	6+19.58	24.17' LT	251939.1755	70264.9302	15' OS TO SE CORNER CENTURY LINK MH
26	6+26.50	24.17' LT	251937.6455	70258.1848	15' OS TO SW CORNER CENTURY LINK MH
27	6+50.00	15.00' RT	251970.6590	70226.6159	15' OS, STA 6+50
28	7+00.00	15.00' RT	251959.6183	70177.8501	15' OS, STA 7+00
29	7+21.12	14.93' RT	251955.1592	70158.1545	PI PNT (INT. OF 15' OS LINES)
30	7+50.00	15.00' RT	251952.4167	70130.3432	15' OS, STA 7+50
31	7+62.88	16.69' RT	251950.5412	70111.3243	PI PNT (IN OF 15' OS & N/S C/L)
32	7+70.98	15.00' RT	251925.8408	70101.2208	C/L PT STA 7+70.98
33	8+00.00	15.00' RT	251897.4462	70107.2319	15' OS, STA 8+00
34	8+50.00	15.00' RT	251848.5303	70117.5872	15' OS, STA 8+50
35	8+66.01	15.00' RT	251832.8686	70120.9027	15' OS, C/L PC STA 8+66.01
36	8+74.74	15.00' LT	251827.8349	70151.6238	15' OS, C/L PT STA 8+74.74
37	8+84.06	42.07' LT	251782.4170	70153.1724	C/L PC (LINE TO PROP. TERMINAL POLE)
38	8+85.76	15.00' LT	251804.2223	70135.2840	15' OS, PT PNT STA 8+85.76
39	9+00.00	15.00' LT	251800.6011	70121.5088	15' OS, STA 9+00
40	9+50.00	15.00' LT	251787.8890	70073.1518	15' OS, STA 9+50
41	9+61.17	18.50' LT	251781.6653	70063.2407	15' OS TO SE CORNER XCEL MH
42	9+80.17	18.50' LT	251776.8346	70044.8651	15' OS TO SW CORNER XCEL MH
43	10+00.00	15.00' LT	251775.1769	70024.7948	15' OS, STA 10+00
44	10+19.68	15.00' LT	251770.1726	70005.7585	15' OS, POE STA 10+19.68

R-1

N

15 45
0 30 60

TSIOUVARAS SIMMONS HOLDERNESS
CONSULTING ENGINEERS

Computer File Information	
Creation Date: 04-19-12 Initials: DJH	
Last Modification Date: 04-04-12 Initials: DJH	
Full Path:	
File Name: 1011159-EXHIBIT - XCEL PLAN.dgn	
CAD Ver. MicroStation V8 Orig. Scale: Units: ENGLISH	

Sheet Revisions		
R-1	05-09-12	REVISIONS REQUESTED BY COMCAST AND CENTURY LINK ALM

CITY OF BOULDER PUBLIC WORKS DEPARTMENT

As Constructed	
No Revisions:	
Revised:	
Void:	

BOULDER JUNCTION
PEARL PARKWAY
UNDERGROUND ELECTRICAL STAKING PLAN

Designer:	A. MAY	Structure Numbers	
Detailer:	DJH		
Sheet Subset:	STAKING	Subset Sheets:	1 of 1

FINAL

APRIL 19, 2012

Sheet Number 1

5/9/2012 7:35:22 PM

Mountain States ACCUTEST LABORATORIES

07/19/12



Technical Report for

ERO Resources Corporation

Pearl Trench

Accutest Job Number: D36503

Sampling Date: 07/17/12

Report to:

ERO Resources Corporation
1842 Clarkson St.
Denver, CO 80218
csockwell@eroresources.com

ATTN: Courtney Sockwell

Total number of pages in report: **27**

ACCREDITED IN ACCORDANCE WITH nelac

Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Conference and/or state specific certification programs as applicable.

Brad Madadian
Laboratory Director

Client Service contact: Shea Greiner 303-425-6021

Certifications: CO, ID, NE, NM, ND (R-027) (PW), UT (NELAP CO00049), TX (T104704511-12-1)

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Test results relate only to samples analyzed.

Accutest Laboratories is the sole authority for authorizing edits or modifications to this document. Unauthorized modification of this report is strictly prohibited.

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Accutest Laboratories

Sample Summary

ERO Resources Corporation

Job No: D36503

Pearl Trench

Sample Number	Collected Date	Time	By	Received	Matrix Code	Type	Client Sample ID
D36503-1	07/17/12	15:40	CS	07/17/12	SO	Soil	SS-1
D36503-2	07/17/12	15:45	CS	07/17/12	SO	Soil	SS-2

Soil samples reported on a dry weight basis unless otherwise indicated on result page.

Summary of Hits

Job Number: D36503
Account: ERO Resources Corporation
Project: Pearl Trench
Collected: 07/17/12

Lab Sample ID / Analyte	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
D36503-1	**SS-1**					
Ethylbenzene		300	120	22	ug/kg	SW846 8260B
Xylene (total)		1260	230	120	ug/kg	SW846 8260B
Lead		14.0	5.2	0.25	mg/kg	SW846 6010C
D36503-2	**SS-2**					
Ethylbenzene		3930	240	47	ug/kg	SW846 8260B
Xylene (total)		33100	490	240	ug/kg	SW846 8260B
Lead		16.7	5.5	0.26	mg/kg	SW846 6010C

Mountain States ACCUTEST LABORATORIES

Sample Results

Report of Analysis

Report of Analysis

Client Sample ID:	SS-1		
Lab Sample ID:	D36503-1	**Date Sampled:**	07/17/12
Matrix:	SO - Soil	**Date Received:**	07/17/12
Method:	SW846 8260B	**Percent Solids:**	92.0
Project:	Pearl Trench		

	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	3V19199.D	1	07/18/12	BD	n/a	n/a	V3V1117
Run #2							

	Initial Weight	Final Volume	Methanol Aliquot
Run #1	5.04 g	5.0 ml	100 ul
Run #2			

Purgeable Aromatics

CAS No.	Compound	Result	RL	MDL	Units	Q
71-43-2	Benzene	ND	58	22	ug/kg	
108-88-3	Toluene	ND	120	58	ug/kg	
100-41-4	Ethylbenzene	300	120	22	ug/kg	
1330-20-7	Xylene (total)	1260	230	120	ug/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
2037-26-5	Toluene-D8	98%		61-130%
460-00-4	4-Bromofluorobenzene	125%		53-131%
17060-07-0	1,2-Dichloroethane-D4	85%		62-130%

ND = Not detected MDL - Method Detection Limit
RL = Reporting Limit
E = Indicates value exceeds calibration range
J = Indicates an estimated value
B = Indicates analyte found in associated method blank
N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID:	SS-1		
Lab Sample ID:	D36503-1	**Date Sampled:**	07/17/12
Matrix:	SO - Soil	**Date Received:**	07/17/12
		Percent Solids:	92.0
Project:	Pearl Trench		

Metals Analysis

Analyte	Result	RL	MDL	Units	DF	Prep	Analyzed	By	Method	Prep Method
Lead	14.0	5.2	0.25	mg/kg	1	07/18/12	07/19/12	JB	SW846 6010C [1]	SW846 3010A [2]

(1) Instrument QC Batch: MA2623
(2) Prep QC Batch: MP7938

RL = Reporting Limit
MDL = Method Detection Limit

U = Indicates a result < MDL
J = Indicates a result > = MDL but < RL

Report of Analysis

Client Sample ID:	SS-2		
Lab Sample ID:	D36503-2	**Date Sampled:**	07/17/12
Matrix:	SO - Soil	**Date Received:**	07/17/12
Method:	SW846 8260B	**Percent Solids:**	89.3
Project:	Pearl Trench		

	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	3V19200.D	1	07/18/12	BD	n/a	n/a	V3V1117
Run #2							

	Initial Weight	Final Volume	Methanol Aliquot
Run #1	5.07 g	5.0 ml	50.0 ul
Run #2			

Purgeable Aromatics

CAS No.	Compound	Result	RL	MDL	Units	Q
71-43-2	Benzene	ND	120	47	ug/kg	
108-88-3	Toluene	ND	240	120	ug/kg	
100-41-4	Ethylbenzene	3930	240	47	ug/kg	
1330-20-7	Xylene (total)	33100	490	240	ug/kg	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
2037-26-5	Toluene-D8	101%		61-130%
460-00-4	4-Bromofluorobenzene	126%		53-131%
17060-07-0	1,2-Dichloroethane-D4	92%		62-130%

ND = Not detected MDL - Method Detection Limit
RL = Reporting Limit
E = Indicates value exceeds calibration range
J = Indicates an estimated value
B = Indicates analyte found in associated method blank
N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID:	SS-2		
Lab Sample ID:	D36503-2	**Date Sampled:**	07/17/12
Matrix:	SO - Soil	**Date Received:**	07/17/12
		Percent Solids:	89.3
Project:	Pearl Trench		

Metals Analysis

Analyte	Result	RL	MDL	Units	DF	Prep	Analyzed	By	Method	Prep Method
Lead	16.7	5.5	0.26	mg/kg	1	07/18/12	07/19/12	JB	SW846 6010C [1]	SW846 3010A [2]

(1) Instrument QC Batch: MA2623
(2) Prep QC Batch: MP7938

RL = Reporting Limit
MDL = Method Detection Limit

U = Indicates a result < MDL
J = Indicates a result > = MDL but < RL

Mountain States ACCUTEST LABORATORIES

Misc. Forms

Custody Documents and Other Forms

Includes the following where applicable:

- Chain of Custody

ACCUTEST LABORATORIES

CHAIN OF CUSTODY

PAGE 1 OF 1

Accutest Laboratories Mountain States
4036 Youngfield Street Wheat Ridge, Co 80033
TEL. 303-425-6021 877-737-4521
FAX 303-425-6021

FED-EX Tracking # | Bottle Order Control #

Accutest Quote # | Accutest Job # D36503

Client / Reporting Information

Company Name: EKO Resources
Street Address: 1842 Clarkson
City: Denver State: CO Zip: 80218
Project Contact: Cockwell@ekoresources.com E-mail:
Phone #: 3/810-1088 Fax #: 3/810-1099
Sampler(s) Name(s): Cody Sockwell Phone #:

Project Information

Project Name: Pearl Trench
Street:
City: Boulder
Project#:
Client PO#:
Project Manager: C Sockwell

Billing Information (If different from Report to)

Company Name:
Street Address:
City State Zip:
Attention: PO#

Requested Analysis (see TEST CODE sheet)

Matrix Codes: DW - Drinking Water; GW - Ground Water; WW - Water; SW - Surface Water; SO - Soil; SL- Sludge; SED-Sediment; OI - Oil; LIQ - Other Liquid; AIR - Air; SOL - Other Solid; WP - Wipe; FB-Field Blank; EB- Equipment Blank; RB- Rinse Blank; TB-Trip Blank

Accutest Sample #	Field ID / Point of Collection	MEOH/DI Vial #	Collection Date	Collection Time	Sampled by	Matrix	# of bottles	Number of preserved Bottles: HCl	NaOH	HNO3	H2SO4	NONE	DI Water	MEOH	ENCORE	Bisulfate	STEL X	Total Lead	LAB USE ONLY
	SS-1		7/17/12	1540	CDS	SO	1					X					X	X	01
	SS-2		7/17/12	1545	CDS	SO	1					X					X	X	02

7/17/12

Data Deliverable Information

- [ ] Commercial "A" (Level 1)
- [ ] Commercial "B" (Level 2)
- [x] Commercial "B" +Narrative
- [ ] FULLT1 (Level 3+4)
- [ ] State Forms
- [ ] EDD Format
- [x] PDF

Commercial "A" = Results Only
Commercial "B" = Results + QC Summary

Turnaround Time (Business days) — Approved By (Accutest PM): / Date:

- [ ] Std. 10 Business Days
- [ ] Std. 5 Business Days (By Contract only)
- [ ] 5 Day RUSH
- [ ] 3 Day EMERGENCY
- [x] 2 Day EMERGENCY
- [ ] 1 Day EMERGENCY

Emergency & Rush T/A data available VIA Lablink

Comments / Special Instructions

Rush Per Jonathan

Sample Custody must be documented below each time samples change possession, including courier delivery.

	Relinquished by Sampler:	Date Time:	Received By:	Relinquished By:	Date Time:	Received By:
1		7/17/12 1715	1	2		2
3			3	4		4
5			5			

Custody Seal # HD — [x] Intact [ ] Not intact — Preserved where applicable — On Ice — Cooler Temp. 0.9

D36503: Chain of Custody
Page 1 of 2

Accutest Laboratories Sample Receipt Summary

Accutest Job Number: D36503 **Client:** ERO RESOURCES. **Immediate Client Services Action Required:** No

Date / Time Received: 7/17/2012 5:15:00 PM **No. Coolers:** 1 **Client Service Action Required at Login:** No

Project: PEARL TRENCH **Airbill #'s:** HD

Cooler Security	Y	or	N		Y	or	N
1. Custody Seals Present:	☑		☐	3. COC Present:	☑		☐
2. Custody Seals Intact:	☑		☐	4. Smpl Dates/Time OK	☑		☐

Cooler Temperature	Y	or	N
1. Temp criteria achieved:	☑		☐
2. Cooler temp verification:	Infared gun		
3. Cooler media:	Ice (bag)		

Quality Control Preservation	Y	or	N	N/A
1. Trip Blank present / cooler:	☐		☐	
2. Trip Blank listed on COC:	☐		☐	
3. Samples preserved properly:	☑		☐	
4. VOCs headspace free:	☐		☐	☑

Sample Integrity - Documentation	Y	or	N
1. Sample labels present on bottles:	☑		☐
2. Container labeling complete:	☑		☐
3. Sample container label / COC agree:	☑		☐

Sample Integrity - Condition	Y	or	N
1. Sample recvd within HT:	☑		☐
2. All containers accounted for:	☑		☐
3. Condition of sample:	Intact		

Sample Integrity - Instructions	Y	or	N	N/A
1. Analysis requested is clear:	☑		☐	
2. Bottles received for unspecified tests	☐		☑	
3. Sufficient volume rec'd for analysis:	☑		☐	
4. Compositing instructions clear:	☐		☐	☑
5. Filtering instructions clear:	☐		☐	☑

Comments

Accutest Laboratories
V:(303) 425-6021

4036 Youngfield Street
F: (303) 425-6854

Wheat Ridge, CO
www/accutest.com

D36503: Chain of Custody
Page 2 of 2

Mountain States ACCUTEST LABORATORIES

GC/MS Volatiles

QC Data Summaries

Includes the following where applicable:

- Method Blank Summaries
- Blank Spike Summaries
- Matrix Spike and Duplicate Summaries

Method Blank Summary

Job Number: D36503
Account: ERORCODN ERO Resources Corporation
Project: Pearl Trench

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
V3V1117-MB	3V19192.D	1	07/18/12	BD	n/a	n/a	V3V1117

The QC reported here applies to the following samples: **Method:** SW846 8260B

D36503-1, D36503-2

CAS No.	Compound	Result	RL	MDL	Units	Q
71-43-2	Benzene	ND	50	19	ug/kg	
100-41-4	Ethylbenzene	ND	100	19	ug/kg	
108-88-3	Toluene	ND	100	50	ug/kg	
1330-20-7	Xylene (total)	ND	200	100	ug/kg	

CAS No.	Surrogate Recoveries		Limits
2037-26-5	Toluene-D8	104%	61-130%
460-00-4	4-Bromofluorobenzene	100%	53-131%
17060-07-0	1,2-Dichloroethane-D4	87%	62-130%

Blank Spike Summary

Job Number: D36503
Account: ERORCODN ERO Resources Corporation
Project: Pearl Trench

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
V3V1117-BS	3V19194.D	1	07/18/12	BD	n/a	n/a	V3V1117

The QC reported here applies to the following samples: **Method:** SW846 8260B

D36503-1, D36503-2

CAS No.	Compound	Spike ug/kg	BSP ug/kg	BSP %	Limits
71-43-2	Benzene	50	47.1	94	70-130
100-41-4	Ethylbenzene	50	54.8	110	70-130
108-88-3	Toluene	50	50.2	100	70-130
1330-20-7	Xylene (total)	150	159	106	70-130

CAS No.	Surrogate Recoveries	BSP	Limits
2037-26-5	Toluene-D8	104%	61-130%
460-00-4	4-Bromofluorobenzene	107%	53-131%
17060-07-0	1,2-Dichloroethane-D4	83%	62-130%

* = Outside of Control Limits.

Matrix Spike/Matrix Spike Duplicate Summary

Job Number: D36503
Account: ERORCODN ERO Resources Corporation
Project: Pearl Trench

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
D36319-2MS	3V19197.D	1	07/18/12	BD	n/a	n/a	V3V1117
D36319-2MSD	3V19198.D	1	07/18/12	BD	n/a	n/a	V3V1117
D36319-2	3V19196.D	1	07/18/12	BD	n/a	n/a	V3V1117

The QC reported here applies to the following samples: **Method:** SW846 8260B

D36503-1, D36503-2

CAS No.	Compound	D36319-2 ug/kg	Q	Spike ug/kg	MS ug/kg	MS %	MSD ug/kg	MSD %	RPD	Limits Rec/RPD
71-43-2	Benzene	ND		2880	2170	75	2360	82	8	70-134/30
100-41-4	Ethylbenzene	ND		2880	2530	88	2780	96	9	70-137/30
108-88-3	Toluene	ND		2880	2250	78	2460	85	9	70-130/30
1330-20-7	Xylene (total)	ND		8650	7530	87	8120	94	8	61-131/30

CAS No.	Surrogate Recoveries	MS	MSD	D36319-2	Limits
2037-26-5	Toluene-D8	97%	98%	99%	61-130%
460-00-4	4-Bromofluorobenzene	109%	110%	105%	53-131%
17060-07-0	1,2-Dichloroethane-D4	84%	83%	86%	62-130%

* = Outside of Control Limits.

Mountain States ACCUTEST LABORATORIES

Metals Analysis

QC Data Summaries

Includes the following where applicable:

- Method Blank Summaries
- Matrix Spike and Duplicate Summaries
- Blank Spike and Lab Control Sample Summaries
- Serial Dilution Summaries

BLANK RESULTS SUMMARY
Part 2 - Method Blanks

Login Number: D36503
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7938
Matrix Type: SOLID

Methods: SW846 6010C
Units: mg/kg

Prep Date: 07/18/12

Metal	RL	IDL	MDL	MB raw	final
Aluminum	10	.96	.57		
Antimony	3.0	.17	.12		
Arsenic	2.5	.44	.56		
Barium	1.0	.01	.11		
Beryllium	1.0	.13	.15		
Boron	5.0	.1	.06		
Cadmium	1.0	.06	.036		
Calcium	40	.54	9		
Chromium	1.0	.03	.03		
Cobalt	0.50	.04	.07		
Copper	1.0	.12	.15		
Iron	7.0	.12	.87		
Lead	5.0	.19	.24	0.11	<5.0
Lithium	0.20	.05	.054		
Magnesium	20	.65	.98		
Manganese	0.50	.12	.022		
Molybdenum	1.0	.21	.08		
Nickel	3.0	.05	.026		
Phosphorus	10	1.4	1.9		
Potassium	200	6.1	7		
Selenium	5.0	.48	.36		
Silicon	5.0	.29	.37		
Silver	3.0	.04	.06		
Sodium	40	.59	1.9		
Strontium	5.0	.004	.017		
Thallium	1.0	.29	.53		
Tin	5.0	1.2	2		
Titanium	1.0	.01	.038		
Uranium	5.0	.22	.26		
Vanadium	1.0	.02	.036		
Zinc	3.0	.05	.37		

Associated samples MP7938: D36503-1, D36503-2

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits

BLANK RESULTS SUMMARY
Part 2 - Method Blanks

Login Number: D36503
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7938
Matrix Type: SOLID

Methods: SW846 6010C
Units: mg/kg

Prep Date:

Metal

(anr) Analyte not requested

MATRIX SPIKE AND DUPLICATE RESULTS SUMMARY

Login Number: D36503
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7938
Matrix Type: SOLID

Methods: SW846 6010C
Units: mg/kg

Prep Date: 07/18/12

Metal	D36496-1 Original	MS	Spikelot ICPALL2	% Rec	QC Limits
Aluminum					
Antimony					
Arsenic					
Barium	anr				
Beryllium					
Boron					
Cadmium	anr				
Calcium					
Chromium	anr				
Cobalt					
Copper	anr				
Iron					
Lead	8.2	103	115	82.3	75-125
Lithium					
Magnesium					
Manganese					
Molybdenum					
Nickel	anr				
Phosphorus					
Potassium					
Selenium	anr				
Silicon					
Silver	anr				
Sodium					
Strontium					
Thallium					
Tin					
Titanium					
Uranium					
Vanadium					
Zinc	anr				

Associated samples MP7938: D36503-1, D36503-2

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits

MATRIX SPIKE AND DUPLICATE RESULTS SUMMARY

Login Number: D36503
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7938
Matrix Type: SOLID

Methods: SW846 6010C
Units: mg/kg

Prep Date:

Metal

(N) Matrix Spike Rec. outside of QC limits
(anr) Analyte not requested

MATRIX SPIKE AND DUPLICATE RESULTS SUMMARY

Login Number: D36503
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7938 Methods: SW846 6010C
Matrix Type: SOLID Units: mg/kg

Prep Date: 07/18/12

Metal	D36496-1 Original	MSD	Spikelot ICPALL2	% Rec	MSD RPD	QC Limit
Aluminum						
Antimony						
Arsenic						
Barium	anr					
Beryllium						
Boron						
Cadmium	anr					
Calcium						
Chromium	anr					
Cobalt						
Copper	anr					
Iron						
Lead	8.2	109	120	84.1	5.7	20
Lithium						
Magnesium						
Manganese						
Molybdenum						
Nickel	anr					
Phosphorus						
Potassium						
Selenium	anr					
Silicon						
Silver	anr					
Sodium						
Strontium						
Thallium						
Tin						
Titanium						
Uranium						
Vanadium						
Zinc	anr					

Associated samples MP7938: D36503-1, D36503-2

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits

MATRIX SPIKE AND DUPLICATE RESULTS SUMMARY

Login Number: D36503
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7938
Matrix Type: SOLID

Methods: SW846 6010C
Units: mg/kg

Prep Date:

Metal

(N) Matrix Spike Rec. outside of QC limits
(anr) Analyte not requested

SPIKE BLANK AND LAB CONTROL SAMPLE SUMMARY

Login Number: D36503
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7938
Matrix Type: SOLID

Methods: SW846 6010C
Units: mg/kg

Prep Date: 07/18/12

Metal	BSP Result	Spikelot ICPALL2	% Rec	QC Limits
Aluminum				
Antimony				
Arsenic				
Barium	anr			
Beryllium				
Boron				
Cadmium	anr			
Calcium				
Chromium	anr			
Cobalt				
Copper	anr			
Iron				
Lead	97.0	100	97.0	80-120
Lithium				
Magnesium				
Manganese				
Molybdenum				
Nickel	anr			
Phosphorus				
Potassium				
Selenium	anr			
Silicon				
Silver	anr			
Sodium				
Strontium				
Thallium				
Tin				
Titanium				
Uranium				
Vanadium				
Zinc	anr			

Associated samples MP7938: D36503-1, D36503-2

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits

SPIKE BLANK AND LAB CONTROL SAMPLE SUMMARY

Login Number: D36503
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7938
Matrix Type: SOLID

Methods: SW846 6010C
Units: mg/kg

Prep Date:

Metal

(anr) Analyte not requested

SERIAL DILUTION RESULTS SUMMARY

Login Number: D36503
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7938
Matrix Type: SOLID

Methods: SW846 6010C
Units: ug/l

Prep Date: 07/18/12

Metal	D36496-1 Original	SDL 1:5	%DIF	QC Limits
Aluminum				
Antimony				
Arsenic				
Barium	anr			
Beryllium				
Boron				
Cadmium	anr			
Calcium				
Chromium	anr			
Cobalt				
Copper	anr			
Iron				
Lead	71.0	71.5	0.7	0-10
Lithium				
Magnesium				
Manganese				
Molybdenum				
Nickel	anr			
Phosphorus				
Potassium				
Selenium	anr			
Silicon				
Silver	anr			
Sodium				
Strontium				
Thallium				
Tin				
Titanium				
Uranium				
Vanadium				
Zinc	anr			

Associated samples MP7938: D36503-1, D36503-2

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits

SERIAL DILUTION RESULTS SUMMARY

Login Number: D36503
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7938
Matrix Type: SOLID

Methods: SW846 6010C
Units: ug/l

Prep Date:

Metal

(anr) Analyte not requested

Mountain States ACCUTEST LABORATORIES

07/30/12



Technical Report for

ERO Resources Corporation

Pearl Trench

Accutest Job Number: D36680

Sampling Date: 07/23/12

Report to:

ERO Resources Corporation
1842 Clarkson St.
Denver, CO 80218
csockwell@eroresources.com

ATTN: Courtney Sockwell

Total number of pages in report: **32**

ACCREDITED IN ACCORDANCE WITH nelac

Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Conference and/or state specific certification programs as applicable.

Brad Madadian
Laboratory Director

Client Service contact: Shea Greiner 303-425-6021

Certifications: CO, ID, NE, NM, ND (R-027) (PW), UT (NELAP CO00049), TX (T104704511-12-1)

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Test results relate only to samples analyzed.

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Sample Summary

ERO Resources Corporation

Pearl Trench

Job No: D36680

Sample Number	Collected Date	Time	By	Received	Matrix Code	Type	Client Sample ID
D36680-1	07/23/12	16:00	CDS	07/23/12	AQ	Ground Water	EGW-1

CASE NARRATIVE / CONFORMANCE SUMMARY

Client:	ERO Resources Corporation	**Job No**	D36680
Site:	Pearl Trench	**Report Date**	7/30/2012 12:32:56 PM

On 07/23/2012, 1 sample(s), 0 Trip Blank(s), and 0 Field Blank(s) were received at Accutest Mountain States (AMS) at a temperature of 4.9 °C. The samples were intact and properly preserved, unless noted below. An AMS Job Number of D36680 was assigned to the project. The lab sample ID, client sample ID, and date of sample collection are detailed in the report's Results Summary.

Specified quality control criteria were achieved for this job except as noted below. For more information, please refer to the analytical results and QC summary pages.

Volatiles by GCMS By Method SW846 8260B

Matrix AQ **Batch ID:** V3V1126

- All samples were analyzed within the recommended method holding time.
- All method blanks for this batch meet method specific criteria.
- Sample(s) D36683-5MS, D36683-5MSD were used as the QC samples indicated.

Metals By Method SW846 6010C

Matrix LEACHATE **Batch ID:** MP7989

- All samples were digested and analyzed within the recommended method holding time.
- All method blanks for this batch meet method specific criteria.
- Sample(s) D36679-1MS, D36679-1MSD, D36679-1SDL were used as the QC samples for the metals analysis.
- The matrix spike (MS) recovery(s) of Arsenic are outside control limits. Spike recovery indicates possible matrix interference.
- The matrix spike duplicate (MSD) recovery(s) of Arsenic are outside control limits. Probable cause due to matrix interference.
- The serial dilution RPD(s) for Cadmium, Arsenic are outside control limits for sample MP7989-SD1. Percent difference acceptable due to low initial sample concentration (< 50 times IDL).
- MP7989-SD1 for Arsenic: Serial dilution indicates possible matrix interference.

Metals By Method SW846 7470A

Matrix LEACHATE **Batch ID:** MP7990

- All samples were digested and analyzed within the recommended method holding time.
- All method blanks for this batch meet method specific criteria.
- Sample(s) D36679-1MS, D36679-1MSD were used as the QC samples for the metals analysis.

AMS certifies that data reported for samples received, listed on the associated custody chain or analytical task order, were produced to specifications meeting AMS's Quality System precision, accuracy and completeness objectives except as noted.

Estimated non-standard method measurement uncertainty data is available on request, based on quality control bias and implicit for standard methods. Acceptable uncertainty requires tested parameter quality control data to meet method criteria.

AMS is not responsible for data quality assumptions if partial reports are used and recommends that this report be used in its entirety. This report is authorized by AMS indicated via signature on the report cover.

Summary of Hits

Job Number: D36680
Account: ERO Resources Corporation
Project: Pearl Trench
Collected: 07/23/12

Lab Sample ID / Analyte	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
D36680-1	**EGW-1**					
Ethylbenzene		41.0	2.0	0.33	ug/l	SW846 8260B
Xylene (total)		82.5	3.0	2.0	ug/l	SW846 8260B
pH		7.37			su	SM20 4500H B+

Mountain States ACCUTEST LABORATORIES

Sample Results

Report of Analysis

Report of Analysis

Client Sample ID: EGW-1
Lab Sample ID: D36680-1
Matrix: AQ - Ground Water
Method: SW846 8260B
Project: Pearl Trench

Date Sampled: 07/23/12
Date Received: 07/23/12
Percent Solids: n/a

	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	3V19334.D	1	07/25/12	BR	n/a	n/a	V3V1126
Run #2							

	Purge Volume
Run #1	5.0 ml
Run #2	

Purgeable Aromatics

CAS No.	Compound	Result	RL	MDL	Units	Q
71-43-2	Benzene	ND	1.0	0.27	ug/l	
108-88-3	Toluene	ND	2.0	1.0	ug/l	
100-41-4	Ethylbenzene	41.0	2.0	0.33	ug/l	
1330-20-7	Xylene (total)	82.5	3.0	2.0	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
17060-07-0	1,2-Dichloroethane-D4	101%		67-131%
2037-26-5	Toluene-D8	98%		65-130%
460-00-4	4-Bromofluorobenzene	102%		65-130%

ND = Not detected MDL - Method Detection Limit
RL = Reporting Limit
E = Indicates value exceeds calibration range
J = Indicates an estimated value
B = Indicates analyte found in associated method blank
N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: EGW-1
Lab Sample ID: D36680-1
Matrix: AQ - Ground Water
Project: Pearl Trench

Date Sampled: 07/23/12
Date Received: 07/23/12
Percent Solids: n/a

Metals Analysis, TCLP Leachate SW846 1311

Analyte	Result	HW#	MCL	RL	Units	DF	Prep	Analyzed	By	Method	Prep Method
Arsenic	< 0.025	D004	5.0	0.025	mg/l	1	07/25/12	07/25/12	JB	SW846 6010C [1]	SW846 3010A [3]
Barium	< 1.0	D005	100	1.0	mg/l	1	07/25/12	07/25/12	JB	SW846 6010C [1]	SW846 3010A [3]
Cadmium	< 0.010	D006	1.0	0.010	mg/l	1	07/25/12	07/25/12	JB	SW846 6010C [1]	SW846 3010A [3]
Chromium	< 0.010	D007	5.0	0.010	mg/l	1	07/25/12	07/25/12	JB	SW846 6010C [1]	SW846 3010A [3]
Lead	< 0.050	D008	5.0	0.050	mg/l	1	07/25/12	07/25/12	JB	SW846 6010C [1]	SW846 3010A [3]
Mercury	< 0.00010	D009	0.20	0.00010	mg/l	1	07/26/12	07/26/12	JM	SW846 7470A [2]	SW846 7470A [4]
Selenium	< 0.050	D010	1.0	0.050	mg/l	1	07/25/12	07/25/12	JB	SW846 6010C [1]	SW846 3010A [3]
Silver	< 0.030	D011	5.0	0.030	mg/l	1	07/25/12	07/25/12	JB	SW846 6010C [1]	SW846 3010A [3]

(1) Instrument QC Batch: MA2649
(2) Instrument QC Batch: MA2654
(3) Prep QC Batch: MP7989
(4) Prep QC Batch: MP7990

RL = Reporting Limit
MCL = Maximum Contamination Level (40 CFR 261 6/96)

Report of Analysis

Client Sample ID: EGW-1
Lab Sample ID: D36680-1
Matrix: AQ - Ground Water
Project: Pearl Trench

Date Sampled: 07/23/12
Date Received: 07/23/12
Percent Solids: n/a

General Chemistry

Analyte	Result	RL	Units	DF	Analyzed	By	Method
pH	7.37		su	1	07/24/12 16:20	JD	SM20 4500H B+

RL = Reporting Limit

Mountain States ACCUTEST LABORATORIES

Misc. Forms

Custody Documents and Other Forms

Includes the following where applicable:

- Chain of Custody

CHAIN OF CUSTODY

D 36680 PAGE 1 OF 1

ACCUTEST LABORATORIES

Accutest Laboratories Mountain States
4036 Youngfield Street Wheat Ridge, Co 80033
TEL. 303-425-6021 877-737-4521
FAX 303-425-6021

FED-EX Tracking # | Bottle Order Control #
Accutest Quote # | Accutest Job # D-36678 (D)

Client / Reporting Information

Company Name: ERO Resources
Street Address: 1842 Clarkson
City State Zip: Denver CO 80218
Project Contact E-mail: CSockwell@eroresources.com
Phone # Fax #: 7830-498 7830-499
Sampler(s) Name(s) Phone #: Courtney Sockwell

Project Information

Project Name: Pearl French
Street: Pearl
City: Dublo
Project#: 5273
Client PO#:
Project Manager: C. Sockwell

Billing Information (If different from Report to)

Company Name:
Street Address:
City State Zip:
Attention: PO#

Requested Analysis (see TEST CODE sheet)

BTEX ($260) | pH | TCLP RCRA 8 Metals

Matrix Codes

DW - Drinking Water
GW - Ground Water
WW - Water
SW - Surface Water
SO - Soil
SL- Sludge
SED-Sediment
OI - Oil
LIQ - Other Liquid
AIR - Air
SOL - Other Solid
WP - Wipe
FB-Field Blank
EB- Equipment Blank
RB- Rinse Blank
TB-Trip Blank

Accutest Sample #	Field ID / Point of Collection	MEOH/DI Vial #	Collection Date	Collection Time	Sampled by	Matrix	# of bottles	HCl	NaOH	HNO3	H2SO4	NONE	DI Water	MEOH	ENCORE	Bisulfate	BTEX ($260)	pH	TCLP RCRA 8 Metals	LAB USE ONLY
	EGW-1		7/23/12	1600	CDS	GW	4	3				1					X	X	X	01 7/23/12

Turnaround Time (Business days)

- [ ] Std. 10 Business Days
- [ ] Std. 5 Business Days (By Contract only)
- [ ] 5 Day RUSH
- [X] Day EMERGENCY
- [ ] 2 Day EMERGENCY
- [ ] 1 Day EMERGENCY

Emergency & Rush T/A data available VIA Lablink

Approved By (Accutest PM): / Date: per Shea

Data Deliverable Information

- [ ] Commercial "A" (Level 1)
- [ ] Commercial "B" (Level 2)
- [X] Commercial "B" +Narrative
- [ ] FULLT1 (Level 3+4)
- [ ] State Forms
- [ ] EDD Format
- [X] PDF

Commercial "A" = Results Only
Commercial "B" = Results + QC Summary

Comments / Special Instructions

Sample Custody must be documented below each time samples change possession, including courier delivery.

Relinquished by Sampler:	Date Time:	Received By:	Relinquished By:	Date Time:	Received By:
1	7/23/12 1717	1 Jacob Doan 7/23/12	2		2
Relinquished by Sampler:	Date Time:	Received By:	Relinquished By:	Date Time:	Received By:
3		3	4		4
Relinquished by:	Date Time:	Received By:	Custody Seal # HD	Intact / Not intact	Preserved where applicable	On Ice	Cooler Temp. 4.9
5		5					

5.1 5

D36680: Chain of Custody
Page 1 of 1

Mountain States ACCUTEST LABORATORIES

GC/MS Volatiles

QC Data Summaries

Includes the following where applicable:

- Method Blank Summaries
- Blank Spike Summaries
- Matrix Spike and Duplicate Summaries

Method Blank Summary

Job Number: D36680
Account: ERORCODN ERO Resources Corporation
Project: Pearl Trench

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
V3V1126-MB	3V19327.D	1	07/25/12	BR	n/a	n/a	V3V1126

The QC reported here applies to the following samples: **Method:** SW846 8260B

D36680-1

CAS No.	Compound	Result	RL	MDL	Units	Q
71-43-2	Benzene	ND	1.0	0.27	ug/l	
100-41-4	Ethylbenzene	ND	2.0	0.33	ug/l	
108-88-3	Toluene	ND	2.0	1.0	ug/l	
1330-20-7	Xylene (total)	ND	3.0	2.0	ug/l	

CAS No.	Surrogate Recoveries		Limits
17060-07-0	1,2-Dichloroethane-D4	99%	67-131%
2037-26-5	Toluene-D8	97%	65-130%
460-00-4	4-Bromofluorobenzene	97%	65-130%

Blank Spike Summary

Job Number: D36680
Account: ERORCODN ERO Resources Corporation
Project: Pearl Trench

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
V3V1126-BS	3V19328.D	1	07/25/12	BR	n/a	n/a	V3V1126

The QC reported here applies to the following samples: **Method:** SW846 8260B

D36680-1

CAS No.	Compound	Spike ug/l	BSP ug/l	BSP %	Limits
71-43-2	Benzene	50	48.9	98	70-130
100-41-4	Ethylbenzene	50	51.6	103	70-130
108-88-3	Toluene	50	48.0	96	70-130
1330-20-7	Xylene (total)	150	154	103	56-138

CAS No.	Surrogate Recoveries	BSP	Limits
17060-07-0	1,2-Dichloroethane-D4	99%	67-131%
2037-26-5	Toluene-D8	99%	65-130%
460-00-4	4-Bromofluorobenzene	104%	65-130%

* = Outside of Control Limits.

Matrix Spike/Matrix Spike Duplicate Summary

Job Number: D36680
Account: ERORCODN ERO Resources Corporation
Project: Pearl Trench

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
D36683-5MS	3V19330.D	10	07/25/12	BR	n/a	n/a	V3V1126
D36683-5MSD	3V19331.D	10	07/25/12	BR	n/a	n/a	V3V1126
D36683-5	3V19329.D	10	07/25/12	BR	n/a	n/a	V3V1126

The QC reported here applies to the following samples: **Method:** SW846 8260B

D36680-1

CAS No.	Compound	D36683-5 ug/l	Q	Spike ug/l	MS ug/l	MS %	MSD ug/l	MSD %	RPD	Limits Rec/RPD
71-43-2	Benzene	25.4		500	507	96	494	94	3	61-133/30
100-41-4	Ethylbenzene	695		500	1210	103	1160	93	4	70-130/30
108-88-3	Toluene	31.6		500	506	95	488	91	4	70-130/30
1330-20-7	Xylene (total)	1390		1500	2910	101	2800	94	4	56-138/30

CAS No.	Surrogate Recoveries	MS	MSD	D36683-5	Limits
17060-07-0	1,2-Dichloroethane-D4	98%	96%	97%	67-131%
2037-26-5	Toluene-D8	99%	96%	98%	65-130%
460-00-4	4-Bromofluorobenzene	103%	101%	98%	65-130%

* = Outside of Control Limits.

Mountain States ACCUTEST LABORATORIES

Metals Analysis

QC Data Summaries

Includes the following where applicable:

- Method Blank Summaries
- Matrix Spike and Duplicate Summaries
- Blank Spike and Lab Control Sample Summaries
- Serial Dilution Summaries

BLANK RESULTS SUMMARY
Part 2 - Method Blanks

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7989
Matrix Type: LEACHATE

Methods: SW846 6010C
Units: mg/l

Prep Date: 07/25/12

Metal	RL	IDL	MDL	MB raw	final
Aluminum	0.10	.0096	.021		
Antimony	0.030	.0017	.0032		
Arsenic	0.025	.0044	.0076	0.0011	<0.025
Barium	1.0	.0001	.0005	0.082	<1.0
Beryllium	0.010	.0013	.0031		
Boron	0.050	.001	.0026		
Cadmium	0.010	.0006	.00059	-0.00020	<0.010
Calcium	0.40	.0054	.0073		
Chromium	0.010	.0003	.00039	0.00030	<0.010
Cobalt	0.0050	.0004	.0004		
Copper	0.010	.0012	.003		
Iron	0.070	.0012	.019		
Lead	0.050	.0019	.0029	0.0061	<0.050
Lithium	0.0020	.0005	.00065		
Magnesium	0.20	.0065	.011		
Manganese	0.0050	.0012	.0012		
Molybdenum	0.0050	.0021	.0021		
Nickel	0.030	.0005	.00053		
Phosphorus	0.10	.014	.059		
Potassium	1.0	.061	.061		
Selenium	0.050	.0048	.0057	-0.0014	<0.050
Silicon	0.050	.0029	.0061		
Silver	0.030	.0004	.00065	-0.00090	<0.030
Sodium	0.40	.0059	.098		
Strontium	0.050	.00004	.0015		
Thallium	0.010	.0029	.003		
Tin	0.050	.012	.024		
Titanium	0.010	.0001	.003		
Uranium	0.050	.0022	.0022		
Vanadium	0.010	.0002	.00039		
Zinc	0.030	.0005	.0015		

Associated samples MP7989: D36680-1

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits

BLANK RESULTS SUMMARY
Part 2 - Method Blanks

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7989
Matrix Type: LEACHATE

Methods: SW846 6010C
Units: mg/l

Prep Date:

Metal

(anr) Analyte not requested

MATRIX SPIKE AND DUPLICATE RESULTS SUMMARY

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7989
Matrix Type: LEACHATE

Methods: SW846 6010C
Units: mg/l

Prep Date: 07/25/12

Metal	D36679-1 Original	MS	Spikelot ICPALL2	% Rec	QC Limits
Aluminum					
Antimony					
Arsenic	1.5	2.9	1.0	140.0N(a	75-125
Barium	0.18	2.3	2.0	106.0	75-125
Beryllium					
Boron					
Cadmium	0.0020	0.53	0.50	105.6	75-125
Calcium					
Chromium	0.054	0.60	0.50	109.2	75-125
Cobalt					
Copper					
Iron					
Lead	0.0	1.0	1.0	100.0	75-125
Lithium					
Magnesium					
Manganese					
Molybdenum					
Nickel					
Phosphorus					
Potassium					
Selenium	0.58	1.7	1.0	112.0	75-125
Silicon					
Silver	0.0	0.22	0.20	110.0	75-125
Sodium					
Strontium					
Thallium					
Tin					
Titanium					
Uranium					
Vanadium					
Zinc					

Associated samples MP7989: D36680-1

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits

MATRIX SPIKE AND DUPLICATE RESULTS SUMMARY

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7989
Matrix Type: LEACHATE

Methods: SW846 6010C
Units: mg/l

Prep Date:

Metal

(N) Matrix Spike Rec. outside of QC limits
(anr) Analyte not requested
(a) Spike recovery indicates possible matrix interference.

MATRIX SPIKE AND DUPLICATE RESULTS SUMMARY

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7989 Methods: SW846 6010C
Matrix Type: LEACHATE Units: mg/l

Prep Date: 07/25/12

Metal	D36679-1 Original	MSD	Spikelot ICPALL2	% Rec	MSD RPD	QC Limit
Aluminum						
Antimony						
Arsenic	1.5	2.8	1.0	130.0N(a	3.5	20
Barium	0.18	2.2	2.0	101.0	4.4	20
Beryllium						
Boron						
Cadmium	0.0020	0.52	0.50	103.6	1.9	20
Calcium						
Chromium	0.054	0.60	0.50	109.2	0.0	20
Cobalt						
Copper						
Iron						
Lead	0.0	1.0	1.0	100.0	0.0	20
Lithium						
Magnesium						
Manganese						
Molybdenum						
Nickel						
Phosphorus						
Potassium						
Selenium	0.58	1.7	1.0	112.0	0.0	20
Silicon						
Silver	0.0	0.22	0.20	110.0	0.0	20
Sodium						
Strontium						
Thallium						
Tin						
Titanium						
Uranium						
Vanadium						
Zinc						

Associated samples MP7989: D36680-1

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits

MATRIX SPIKE AND DUPLICATE RESULTS SUMMARY

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7989
Matrix Type: LEACHATE

Methods: SW846 6010C
Units: mg/l

Prep Date:

Metal

(N) Matrix Spike Rec. outside of QC limits
(anr) Analyte not requested
(a) Spike recovery indicates possible matrix interference.

SPIKE BLANK AND LAB CONTROL SAMPLE SUMMARY

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7989
Matrix Type: LEACHATE

Methods: SW846 6010C
Units: mg/l

Prep Date: 07/25/12

Metal	BSP Result	Spikelot ICPALL2	% Rec	QC Limits
Aluminum				
Antimony				
Arsenic	1.1	1.0	110.0	80-120
Barium	2.1	2.0	105.0	80-120
Beryllium				
Boron				
Cadmium	0.51	0.50	102.0	80-120
Calcium				
Chromium	0.54	0.50	108.0	80-120
Cobalt				
Copper				
Iron				
Lead	1.0	1.0	100.0	80-120
Lithium				
Magnesium				
Manganese				
Molybdenum				
Nickel				
Phosphorus				
Potassium				
Selenium	1.1	1.0	110.0	80-120
Silicon				
Silver	0.22	0.20	110.0	80-120
Sodium				
Strontium				
Thallium				
Tin				
Titanium				
Uranium				
Vanadium				
Zinc				

Associated samples MP7989: D36680-1

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits

SPIKE BLANK AND LAB CONTROL SAMPLE SUMMARY

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7989
Matrix Type: LEACHATE

Methods: SW846 6010C
Units: mg/l

Prep Date:

Metal

(anr) Analyte not requested

SERIAL DILUTION RESULTS SUMMARY

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7989
Matrix Type: LEACHATE

Methods: SW846 6010C
Units: ug/l

Prep Date: 07/25/12

Metal	D36679-1 Original	SDL 1:5	%DIF	QC Limits
Aluminum				
Antimony				
Arsenic	1550	1880	21.8*(a)	0-10
Barium	182	187	3.0	0-10
Beryllium				
Boron				
Cadmium	2.00	0.00	100.0(b)	0-10
Calcium				
Chromium	54.4	56.5	3.9	0-10
Cobalt				
Copper				
Iron				
Lead	0.00	0.00	NC	0-10
Lithium				
Magnesium				
Manganese				
Molybdenum				
Nickel				
Phosphorus				
Potassium				
Selenium	578	606	4.8	0-10
Silicon				
Silver	0.00	0.00	NC	0-10
Sodium				
Strontium				
Thallium				
Tin				
Titanium				
Uranium				
Vanadium				
Zinc				

Associated samples MP7989: D36680-1

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits

SERIAL DILUTION RESULTS SUMMARY

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7989
Matrix Type: LEACHATE

Methods: SW846 6010C
Units: ug/l

Prep Date:

Metal

(anr) Analyte not requested
(a) Serial dilution indicates possible matrix interference.
(b) Percent difference acceptable due to low initial sample concentration (< 50 times IDL).

BLANK RESULTS SUMMARY
Part 2 - Method Blanks

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7990 Methods: SW846 7470A
Matrix Type: LEACHATE Units: mg/l

Prep Date: 07/26/12

Metal	RL	IDL	MDL	MB raw	final
Mercury	0.00010	.000011	.000014	-0.000019	<0.00010

Associated samples MP7990: D36680-1

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits
(anr) Analyte not requested

MATRIX SPIKE AND DUPLICATE RESULTS SUMMARY

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7990
Matrix Type: LEACHATE

Methods: SW846 7470A
Units: mg/l

Prep Date: 07/26/12

Metal	D36679-1 Original	MS	Spikelot HGWSR1	% Rec	QC Limits
Mercury	0.0	0.0035	0.0031	112.0	75-125

Associated samples MP7990: D36680-1

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits
(N) Matrix Spike Rec. outside of QC limits
(anr) Analyte not requested

MATRIX SPIKE AND DUPLICATE RESULTS SUMMARY

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7990 Methods: SW846 7470A
Matrix Type: LEACHATE Units: mg/l

Prep Date: 07/26/12

Metal	D36679-1 Original	MSD	Spikelot HGWSR1	% Rec	MSD RPD	QC Limit
Mercury	0.0	0.0035	0.0031	112.0	0.0	20

Associated samples MP7990: D36680-1

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits
(N) Matrix Spike Rec. outside of QC limits
(anr) Analyte not requested

SPIKE BLANK AND LAB CONTROL SAMPLE SUMMARY

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

QC Batch ID: MP7990
Matrix Type: LEACHATE

Methods: SW846 7470A
Units: mg/l

Prep Date: 07/26/12

Metal	BSP Result	Spikelot HGWSR1	% Rec	QC Limits
Mercury	0.0033	0.0031	105.6	80-120

Associated samples MP7990: D36680-1

Results < IDL are shown as zero for calculation purposes
(*) Outside of QC limits
(anr) Analyte not requested

Mountain States ACCUTEST LABORATORIES

General Chemistry

QC Data Summaries

Includes the following where applicable:

- Method Blank and Blank Spike Summaries
- Duplicate Summaries
- Matrix Spike Summaries

Mountain States ACCUTEST LABORATORIES

09/12/12



Technical Report for

ERO Resources Corporation

5273

Accutest Job Number: D38545

Sampling Date: 09/10/12

Report to:

ERO Resources Corporation
1842 Clarkson St.
Denver, CO 80218
csockwell@eroresources.com

ATTN: Courtney Sockwell

Total number of pages in report: **20**

ACCREDITED IN ACCORDANCE WITH nelac

Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Conference and/or state specific certification programs as applicable.

Brad Madadian
Laboratory Director

Client Service contact: Shea Greiner 303-425-6021

Certifications: CO, ID, NE, NM, ND (R-027) (PW), UT (NELAP CO00049), TX (T104704511-12-1)

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Sample Summary

ERO Resources Corporation

Job No: D38545

5273

Sample Number	Collected Date	Time	By	Received	Matrix Code	Type	Client Sample ID
D38545-1	09/10/12	11:15	SM	09/10/12	AQ	Ground Water	FMW-1
D38545-2	09/10/12	13:40	SM	09/10/12	AQ	Ground Water	FMW-2

CASE NARRATIVE / CONFORMANCE SUMMARY

Client:	ERO Resources Corporation	**Job No**	D38545
Site:	5273	**Report Date**	9/12/2012 3:44:46 PM

On 09/10/2012, 2 sample(s), 0 Trip Blank(s), and 0 Field Blank(s) were received at Accutest Mountain States (AMS) at a temperature of 2.5 °C. The samples were intact and properly preserved, unless noted below. An AMS Job Number of D38545 was assigned to the project. The lab sample ID, client sample ID, and date of sample collection are detailed in the report's Results Summary.

Specified quality control criteria were achieved for this job except as noted below. For more information, please refer to the analytical results and QC summary pages.

Volatiles by GCMS By Method SW846 8260B

Matrix AQ **Batch ID:** V6V848

- All samples were analyzed within the recommended method holding time.
- All method blanks for this batch meet method specific criteria.
- Sample(s) D38527-6MS, D38527-6MSD were used as the QC samples indicated.
- The matrix spike (MS) and matrix spike duplicate (MSD) recovery(s) of 2-Chloroethyl vinyl ether are outside control limits. Recovery of 2-chloroethyl vinyl ether is affected by sample preservation.

AMS certifies that data reported for samples received, listed on the associated custody chain or analytical task order, were produced to specifications meeting AMS's Quality System precision, accuracy and completeness objectives except as noted.

Estimated non-standard method measurement uncertainty data is available on request, based on quality control bias and implicit for standard methods. Acceptable uncertainty requires tested parameter quality control data to meet method criteria.

AMS is not responsible for data quality assumptions if partial reports are used and recommends that this report be used in its entirety. This report is authorized by AMS indicated via signature on the report cover.

Summary of Hits

Job Number: D38545
Account: ERO Resources Corporation
Project: 5273
Collected: 09/10/12

Lab Sample ID / Analyte	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
D38545-1	**FMW-1**					
Bromodichloromethane		2.1	2.0	0.38	ug/l	SW846 8260B
Chloroform		46.9	2.0	0.38	ug/l	SW846 8260B
D38545-2	**FMW-2**					
Bromodichloromethane		1.5 J	2.0	0.38	ug/l	SW846 8260B
Chloroform		23.1	2.0	0.38	ug/l	SW846 8260B

Mountain States ACCUTEST LABORATORIES

Sample Results

Report of Analysis

Report of Analysis

Client Sample ID: FMW-1
Lab Sample ID: D38545-1
Matrix: AQ - Ground Water
Method: SW846 8260B
Project: 5273

Date Sampled: 09/10/12
Date Received: 09/10/12
Percent Solids: n/a

	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	6V15749.D	1	09/11/12	BR	n/a	n/a	V6V848
Run #2							

	Purge Volume
Run #1	5.0 ml
Run #2	

VOA HSL List

CAS No.	Compound	Result	RL	MDL	Units	Q
67-64-1	Acetone	ND	10	5.0	ug/l	
71-43-2	Benzene	ND	1.0	0.27	ug/l	
75-27-4	Bromodichloromethane	2.1	2.0	0.38	ug/l	
75-25-2	Bromoform	ND	2.0	0.53	ug/l	
108-90-7	Chlorobenzene	ND	2.0	0.34	ug/l	
75-00-3	Chloroethane	ND	2.0	0.61	ug/l	
67-66-3	Chloroform	46.9	2.0	0.38	ug/l	
110-75-8	2-Chloroethyl vinyl ether	ND	2.0	0.80	ug/l	
75-15-0	Carbon disulfide	ND	2.0	0.75	ug/l	
56-23-5	Carbon tetrachloride	ND	2.0	0.27	ug/l	
75-34-3	1,1-Dichloroethane	ND	2.0	0.26	ug/l	
75-35-4	1,1-Dichloroethylene	ND	2.0	0.46	ug/l	
124-48-1	Dibromochloromethane	ND	2.0	0.53	ug/l	
107-06-2	1,2-Dichloroethane	ND	2.0	0.38	ug/l	
78-87-5	1,2-Dichloropropane	ND	2.0	0.38	ug/l	
156-59-2	cis-1,2-Dichloroethylene	ND	1.0	0.47	ug/l	
10061-01-5	cis-1,3-Dichloropropene	ND	2.0	0.25	ug/l	
541-73-1	m-Dichlorobenzene	ND	2.0	0.37	ug/l	
95-50-1	o-Dichlorobenzene	ND	2.0	0.32	ug/l	
106-46-7	p-Dichlorobenzene	ND	2.0	0.35	ug/l	
156-60-5	trans-1,2-Dichloroethylene	ND	2.0	0.36	ug/l	
10061-02-6	trans-1,3-Dichloropropene	ND	5.0	3.0	ug/l	
100-41-4	Ethylbenzene	ND	2.0	0.33	ug/l	
591-78-6	2-Hexanone	ND	2.0	0.75	ug/l	
108-10-1	4-Methyl-2-pentanone	ND	10	5.0	ug/l	
74-83-9	Methyl bromide	ND	5.0	2.3	ug/l	
74-87-3	Methyl chloride	ND	2.0	0.50	ug/l	
75-09-2	Methylene chloride	ND	4.0	2.5	ug/l	
78-93-3	Methyl ethyl ketone	ND	10	2.9	ug/l	
100-42-5	Styrene	ND	2.0	0.50	ug/l	
71-55-6	1,1,1-Trichloroethane	ND	2.0	0.28	ug/l	
79-34-5	1,1,2,2-Tetrachloroethane	ND	2.0	0.34	ug/l	

ND = Not detected MDL - Method Detection Limit
RL = Reporting Limit
E = Indicates value exceeds calibration range
J = Indicates an estimated value
B = Indicates analyte found in associated method blank
N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: FMW-1
Lab Sample ID: D38545-1
Matrix: AQ - Ground Water
Method: SW846 8260B
Project: 5273

Date Sampled: 09/10/12
Date Received: 09/10/12
Percent Solids: n/a

VOA HSL List

CAS No.	Compound	Result	RL	MDL	Units	Q
79-00-5	1,1,2-Trichloroethane	ND	2.0	0.30	ug/l	
127-18-4	Tetrachloroethylene	ND	2.0	0.42	ug/l	
108-88-3	Toluene	ND	2.0	1.0	ug/l	
79-01-6	Trichloroethylene	ND	2.0	0.41	ug/l	
75-01-4	Vinyl chloride	ND	2.0	0.36	ug/l	
108-05-4	Vinyl Acetate	ND	30	15	ug/l	
1330-20-7	Xylene (total)	ND	3.0	2.0	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
17060-07-0	1,2-Dichloroethane-D4	109%		62-130%
2037-26-5	Toluene-D8	93%		70-130%
460-00-4	4-Bromofluorobenzene	98%		69-130%

ND = Not detected MDL - Method Detection Limit
RL = Reporting Limit
E = Indicates value exceeds calibration range
J = Indicates an estimated value
B = Indicates analyte found in associated method blank
N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: FMW-2
Lab Sample ID: D38545-2
Matrix: AQ - Ground Water
Method: SW846 8260B
Project: 5273

Date Sampled: 09/10/12
Date Received: 09/10/12
Percent Solids: n/a

	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	6V15750.D	1	09/11/12	BR	n/a	n/a	V6V848
Run #2							

	Purge Volume
Run #1	5.0 ml
Run #2	

VOA HSL List

CAS No.	Compound	Result	RL	MDL	Units	Q
67-64-1	Acetone	ND	10	5.0	ug/l	
71-43-2	Benzene	ND	1.0	0.27	ug/l	
75-27-4	Bromodichloromethane	1.5	2.0	0.38	ug/l	J
75-25-2	Bromoform	ND	2.0	0.53	ug/l	
108-90-7	Chlorobenzene	ND	2.0	0.34	ug/l	
75-00-3	Chloroethane	ND	2.0	0.61	ug/l	
67-66-3	Chloroform	23.1	2.0	0.38	ug/l	
110-75-8	2-Chloroethyl vinyl ether	ND	2.0	0.80	ug/l	
75-15-0	Carbon disulfide	ND	2.0	0.75	ug/l	
56-23-5	Carbon tetrachloride	ND	2.0	0.27	ug/l	
75-34-3	1,1-Dichloroethane	ND	2.0	0.26	ug/l	
75-35-4	1,1-Dichloroethylene	ND	2.0	0.46	ug/l	
124-48-1	Dibromochloromethane	ND	2.0	0.53	ug/l	
107-06-2	1,2-Dichloroethane	ND	2.0	0.38	ug/l	
78-87-5	1,2-Dichloropropane	ND	2.0	0.38	ug/l	
156-59-2	cis-1,2-Dichloroethylene	ND	1.0	0.47	ug/l	
10061-01-5	cis-1,3-Dichloropropene	ND	2.0	0.25	ug/l	
541-73-1	m-Dichlorobenzene	ND	2.0	0.37	ug/l	
95-50-1	o-Dichlorobenzene	ND	2.0	0.32	ug/l	
106-46-7	p-Dichlorobenzene	ND	2.0	0.35	ug/l	
156-60-5	trans-1,2-Dichloroethylene	ND	2.0	0.36	ug/l	
10061-02-6	trans-1,3-Dichloropropene	ND	5.0	3.0	ug/l	
100-41-4	Ethylbenzene	ND	2.0	0.33	ug/l	
591-78-6	2-Hexanone	ND	2.0	0.75	ug/l	
108-10-1	4-Methyl-2-pentanone	ND	10	5.0	ug/l	
74-83-9	Methyl bromide	ND	5.0	2.3	ug/l	
74-87-3	Methyl chloride	ND	2.0	0.50	ug/l	
75-09-2	Methylene chloride	ND	4.0	2.5	ug/l	
78-93-3	Methyl ethyl ketone	ND	10	2.9	ug/l	
100-42-5	Styrene	ND	2.0	0.50	ug/l	
71-55-6	1,1,1-Trichloroethane	ND	2.0	0.28	ug/l	
79-34-5	1,1,2,2-Tetrachloroethane	ND	2.0	0.34	ug/l	

ND = Not detected MDL - Method Detection Limit
RL = Reporting Limit
E = Indicates value exceeds calibration range
J = Indicates an estimated value
B = Indicates analyte found in associated method blank
N = Indicates presumptive evidence of a compound

Report of Analysis

Client Sample ID: FMW-2
Lab Sample ID: D38545-2
Matrix: AQ - Ground Water
Method: SW846 8260B
Project: 5273

Date Sampled: 09/10/12
Date Received: 09/10/12
Percent Solids: n/a

VOA HSL List

CAS No.	Compound	Result	RL	MDL	Units	Q
79-00-5	1,1,2-Trichloroethane	ND	2.0	0.30	ug/l	
127-18-4	Tetrachloroethylene	ND	2.0	0.42	ug/l	
108-88-3	Toluene	ND	2.0	1.0	ug/l	
79-01-6	Trichloroethylene	ND	2.0	0.41	ug/l	
75-01-4	Vinyl chloride	ND	2.0	0.36	ug/l	
108-05-4	Vinyl Acetate	ND	30	15	ug/l	
1330-20-7	Xylene (total)	ND	3.0	2.0	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
17060-07-0	1,2-Dichloroethane-D4	104%		62-130%
2037-26-5	Toluene-D8	91%		70-130%
460-00-4	4-Bromofluorobenzene	98%		69-130%

ND = Not detected MDL - Method Detection Limit
RL = Reporting Limit
E = Indicates value exceeds calibration range
J = Indicates an estimated value
B = Indicates analyte found in associated method blank
N = Indicates presumptive evidence of a compound

Mountain States ACCUTEST LABORATORIES

Misc. Forms

Custody Documents and Other Forms

Includes the following where applicable:

- Chain of Custody

CHAIN OF CUSTODY

PAGE 1 OF 1

ACCUTEST LABORATORIES

Accutest Laboratories Mountain States
4036 Youngfield Street Wheat Ridge, Co 80033
TEL. 303-425-6021 877-737-4521
FAX 303-425-6021

FED-EX Tracking #:
Bottle Order Control #: D38545
Accutest Quote #:
Accutest Job #: A35555 AK 9/10/12

Client / Reporting Information

Company Name: ERO RESOURCES
Street Address: 1842 CLARKSON ST.
City State Zip: DENVER, CO 80218
Project Contact E-mail: COURTNEY SOCKWELL
Phone # Fax #: 303-830-1188
Sampler(s) Name(s) Phone #: STEVE MITCHELL

Project Information

Project Name:
Street:
City:
Project#: 5273
Client PO#:
Project Manager: CSOCKWELL@ERORESOURCES.com

Billing Information (If different from Report to)

Company Name:
Street Address:
City State Zip:
Attention: PO#

Requested Analysis (see TEST CODE sheet)

VOC 8260 (FULL LIST)

Matrix Codes

DW - Drinking Water
GW - Ground Water
WW - Water
SW - Surface Water
SO - Soil
SL- Sludge
SED-Sediment
OI - Oil
LIQ - Other Liquid
AIR - Air
SOL - Other Solid
WP - Wipe
FB-Field Blank
EB- Equipment Blank
RB- Rinse Blank
TB-Trip Blank

Accutest Sample #	Field ID / Point of Collection	MEOH/DI Vial #	Collection Date	Time	Sampled by	Matrix	# of bottles	HCl	NaOH	HNO3	H2SO4	NONE	DI Water	MEOH	ENCORE	Bisulfate	LAB USE ONLY
	FMW-1	—	9-10-12	1115	SM	GW	3	X									01
	FMW-2	—	9-10-12	1340	SM	GW	3	X									02

AK 9/10/12

Data Deliverable Information

Turnaround Time (Business days)
- ☐ Std. 10 Business Days
- ☒ Std. 5 Business Days (By Contract only)
- ☐ 5 Day RI SH
- ☐ 3 Day EMERGENCY
- ☐ 2 Day EMERGENCY
- ☐ 1 Day EMERGENCY

Emergency & Rush T/A data available VIA Lablink

Approved By (Accutest PM): / Date: ERO

- ☐ Commercial "A" (Level 1)
- ☒ Commercial "B" (Level 2)
- ☐ Commercial "B" +Narrative
- ☐ FULLT1 (Level 3+4)
- ☒ State Forms
- ☐ EDD Format
- ☒ PDF

Commercial "A" = Results Only
Commercial "B" = Results + QC Summary

Comments / Special Instructions

Sample Custody must be documented below each time samples change possession, including courier delivery.

Relinquished by Sampler:	Date Time:	Received By:	Relinquished By:	Date Time:	Received By:
1	9-10-12 1437	1	2		2
Relinquished by Sampler:	Date Time:	Received By:	Relinquished By:	Date Time:	Received By:
3		3	4		4
Relinquished by:	Date Time:	Received By:	Custody Seal #	☐ Intact ☐ Not Intact	Preserved where applicable	On Ice	Cooler Temp.
5		5					

D38545: Chain of Custody
Page 1 of 2

Accutest Laboratories Sample Receipt Summary

Accutest Job Number: D38545 **Client:** ERO RESOURCES **Immediate Client Services Action Required:** No

Date / Time Received: 9/10/2012 2:37:00 PM **No. Coolers:** 1 **Client Service Action Required at Login:** No

Project: **Airbill #'s:** HD

Cooler Security	Y	or	N		Y	or	N
1. Custody Seals Present:	☑		☐	3. COC Present:	☑		☐
2. Custody Seals Intact:	☑		☐	4. Smpl Dates/Time OK	☑		☐

Cooler Temperature	Y	or	N
1. Temp criteria achieved:	☑		☐
2. Cooler temp verification:	Infared gun		
3. Cooler media:	Ice (bag)		

Quality Control Preservation	Y	or	N	N/A
1. Trip Blank present / cooler:	☐		☐	
2. Trip Blank listed on COC:	☐		☐	
3. Samples preserved properly:	☑		☐	
4. VOCs headspace free:	☐		☐	☑

Sample Integrity - Documentation	Y	or	N
1. Sample labels present on bottles:	☑		☐
2. Container labeling complete:	☑		☐
3. Sample container label / COC agree:	☑		☐

Sample Integrity - Condition	Y	or	N
1. Sample recvd within HT:	☑		☐
2. All containers accounted for:	☑		☐
3. Condition of sample:	Intact		

Sample Integrity - Instructions	Y	or	N	N/A
1. Analysis requested is clear:	☑		☐	
2. Bottles received for unspecified tests	☐		☑	
3. Sufficient volume rec'd for analysis:	☑		☐	
4. Compositing instructions clear:	☐		☐	☑
5. Filtering instructions clear:	☐		☐	☑

Comments

Accutest Laboratories
V:(303) 425-6021

4036 Youngfield Street
F: (303) 425-6854

Wheat Ridge, CO
www/accutest.com

D38545: Chain of Custody
Page 2 of 2

Mountain States ACCUTEST LABORATORIES

GC/MS Volatiles

QC Data Summaries

Includes the following where applicable:

- Method Blank Summaries
- Blank Spike Summaries
- Matrix Spike and Duplicate Summaries

Method Blank Summary

Job Number: D38545
Account: ERORCODN ERO Resources Corporation
Project: 5273

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
V6V848-MB	6V15741.D	1	09/11/12	BR	n/a	n/a	V6V848

The QC reported here applies to the following samples: **Method:** SW846 8260B

D38545-1, D38545-2

CAS No.	Compound	Result	RL	MDL	Units	Q
67-64-1	Acetone	ND	10	5.0	ug/l	
71-43-2	Benzene	ND	1.0	0.27	ug/l	
75-27-4	Bromodichloromethane	ND	2.0	0.38	ug/l	
75-25-2	Bromoform	ND	2.0	0.53	ug/l	
108-90-7	Chlorobenzene	ND	2.0	0.34	ug/l	
75-00-3	Chloroethane	ND	2.0	0.61	ug/l	
67-66-3	Chloroform	ND	2.0	0.38	ug/l	
110-75-8	2-Chloroethyl vinyl ether	ND	2.0	0.80	ug/l	
75-15-0	Carbon disulfide	ND	2.0	0.75	ug/l	
56-23-5	Carbon tetrachloride	ND	2.0	0.27	ug/l	
75-34-3	1,1-Dichloroethane	ND	2.0	0.26	ug/l	
75-35-4	1,1-Dichloroethylene	ND	2.0	0.46	ug/l	
124-48-1	Dibromochloromethane	ND	2.0	0.53	ug/l	
107-06-2	1,2-Dichloroethane	ND	2.0	0.38	ug/l	
78-87-5	1,2-Dichloropropane	ND	2.0	0.38	ug/l	
156-59-2	cis-1,2-Dichloroethylene	ND	1.0	0.47	ug/l	
10061-01-5	cis-1,3-Dichloropropene	ND	2.0	0.25	ug/l	
541-73-1	m-Dichlorobenzene	ND	2.0	0.37	ug/l	
95-50-1	o-Dichlorobenzene	ND	2.0	0.32	ug/l	
106-46-7	p-Dichlorobenzene	ND	2.0	0.35	ug/l	
156-60-5	trans-1,2-Dichloroethylene	ND	2.0	0.36	ug/l	
10061-02-6	trans-1,3-Dichloropropene	ND	5.0	3.0	ug/l	
100-41-4	Ethylbenzene	ND	2.0	0.33	ug/l	
591-78-6	2-Hexanone	ND	2.0	0.75	ug/l	
108-10-1	4-Methyl-2-pentanone	ND	10	5.0	ug/l	
74-83-9	Methyl bromide	ND	5.0	2.3	ug/l	
74-87-3	Methyl chloride	ND	2.0	0.50	ug/l	
75-09-2	Methylene chloride	ND	4.0	2.5	ug/l	
78-93-3	Methyl ethyl ketone	ND	10	2.9	ug/l	
100-42-5	Styrene	ND	2.0	0.50	ug/l	
71-55-6	1,1,1-Trichloroethane	ND	2.0	0.28	ug/l	
79-34-5	1,1,2,2-Tetrachloroethane	ND	2.0	0.34	ug/l	
79-00-5	1,1,2-Trichloroethane	ND	2.0	0.30	ug/l	
127-18-4	Tetrachloroethylene	ND	2.0	0.42	ug/l	
108-88-3	Toluene	ND	2.0	1.0	ug/l	
79-01-6	Trichloroethylene	ND	2.0	0.41	ug/l	

Method Blank Summary

Job Number: D38545
Account: ERORCODN ERO Resources Corporation
Project: 5273

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
V6V848-MB	6V15741.D	1	09/11/12	BR	n/a	n/a	V6V848

The QC reported here applies to the following samples: **Method:** SW846 8260B

D38545-1, D38545-2

CAS No.	Compound	Result	RL	MDL	Units	Q
75-01-4	Vinyl chloride	ND	2.0	0.36	ug/l	
108-05-4	Vinyl Acetate	ND	30	15	ug/l	
1330-20-7	Xylene (total)	ND	3.0	2.0	ug/l	

CAS No.	Surrogate Recoveries		Limits
17060-07-0	1,2-Dichloroethane-D4	100%	62-130%
2037-26-5	Toluene-D8	94%	70-130%
460-00-4	4-Bromofluorobenzene	98%	69-130%

Blank Spike Summary

Job Number: D38545
Account: ERORCODN ERO Resources Corporation
Project: 5273

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
V6V848-BS	6V15742.D	1	09/11/12	BR	n/a	n/a	V6V848

The QC reported here applies to the following samples: **Method:** SW846 8260B

D38545-1, D38545-2

CAS No.	Compound	Spike ug/l	BSP ug/l	BSP %	Limits
67-64-1	Acetone	50	80.6	161	10-190
71-43-2	Benzene	50	47.4	95	70-130
75-27-4	Bromodichloromethane	50	52.7	105	70-130
75-25-2	Bromoform	50	52.6	105	70-130
108-90-7	Chlorobenzene	50	46.6	93	70-130
75-00-3	Chloroethane	50	52.2	104	58-130
67-66-3	Chloroform	50	58.0	116	70-130
110-75-8	2-Chloroethyl vinyl ether	50	22.9	46	31-130
75-15-0	Carbon disulfide	50	54.0	108	50-133
56-23-5	Carbon tetrachloride	50	55.2	110	70-130
75-34-3	1,1-Dichloroethane	50	59.8	120	65-130
75-35-4	1,1-Dichloroethylene	50	53.6	107	68-130
124-48-1	Dibromochloromethane	50	53.1	106	70-130
107-06-2	1,2-Dichloroethane	50	56.3	113	67-131
78-87-5	1,2-Dichloropropane	50	45.6	91	70-130
156-59-2	cis-1,2-Dichloroethylene	50	59.2	118	70-130
10061-01-5	cis-1,3-Dichloropropene	50	44.8	90	70-130
541-73-1	m-Dichlorobenzene	50	47.7	95	70-130
95-50-1	o-Dichlorobenzene	50	47.2	94	70-130
106-46-7	p-Dichlorobenzene	50	47.0	94	70-130
156-60-5	trans-1,2-Dichloroethylene	50	56.3	113	69-130
10061-02-6	trans-1,3-Dichloropropene	50	50.0	100	70-130
100-41-4	Ethylbenzene	50	46.6	93	70-130
591-78-6	2-Hexanone	50	47.8	96	47-140
108-10-1	4-Methyl-2-pentanone	50	48.8	98	70-130
74-83-9	Methyl bromide	50	50.7	101	31-149
74-87-3	Methyl chloride	50	46.0	92	35-155
75-09-2	Methylene chloride	50	54.4	109	67-130
78-93-3	Methyl ethyl ketone	50	69.1	138	38-152
100-42-5	Styrene	50	46.2	92	70-130
71-55-6	1,1,1-Trichloroethane	50	52.7	105	70-130
79-34-5	1,1,2,2-Tetrachloroethane	50	50.3	101	70-130
79-00-5	1,1,2-Trichloroethane	50	53.4	107	70-130
127-18-4	Tetrachloroethylene	50	51.0	102	70-130
108-88-3	Toluene	50	44.7	89	70-130
79-01-6	Trichloroethylene	50	50.2	100	70-130

* = Outside of Control Limits.

Blank Spike Summary

Job Number: D38545
Account: ERORCODN ERO Resources Corporation
Project: 5273

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
V6V848-BS	6V15742.D	1	09/11/12	BR	n/a	n/a	V6V848

The QC reported here applies to the following samples: **Method:** SW846 8260B

D38545-1, D38545-2

CAS No.	Compound	Spike ug/l	BSP ug/l	BSP %	Limits
75-01-4	Vinyl chloride	50	50.6	101	48-141
108-05-4	Vinyl Acetate	50	48.7	97	50-133
1330-20-7	Xylene (total)	150	138	92	70-130

CAS No.	Surrogate Recoveries	BSP	Limits
17060-07-0	1,2-Dichloroethane-D4	101%	62-130%
2037-26-5	Toluene-D8	93%	70-130%
460-00-4	4-Bromofluorobenzene	100%	69-130%

* = Outside of Control Limits.

Matrix Spike/Matrix Spike Duplicate Summary

Job Number: D38545
Account: ERORCODN ERO Resources Corporation
Project: 5273

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
D38527-6MS	6V15752.D	1	09/11/12	BR	n/a	n/a	V6V848
D38527-6MSD	6V15753.D	1	09/11/12	BR	n/a	n/a	V6V848
D38527-6	6V15751.D	1	09/11/12	BR	n/a	n/a	V6V848

The QC reported here applies to the following samples: **Method:** SW846 8260B

D38545-1, D38545-2

CAS No.	Compound	D38527-6 ug/l	Q	Spike ug/l	MS ug/l	MS %	MSD ug/l	MSD %	RPD	Limits Rec/RPD
67-64-1	Acetone	ND		50	45.5	91	48.1	96	6	10-190/30
71-43-2	Benzene	ND		50	48.6	97	50.6	101	4	62-130/30
75-27-4	Bromodichloromethane	ND		50	55.6	111	58.5	117	5	70-130/30
75-25-2	Bromoform	ND		50	53.6	107	54.5	109	2	70-130/30
108-90-7	Chlorobenzene	ND		50	45.4	91	46.9	94	3	70-130/30
75-00-3	Chloroethane	ND		50	61.1	122	63.1	126	3	45-139/30
67-66-3	Chloroform	ND		50	60.6	121	61.7	123	2	70-130/30
110-75-8	2-Chloroethyl vinyl ether	ND		50	ND	0* [a]	ND	0* [a]	nc	10-130/30
75-15-0	Carbon disulfide	ND		50	54.6	109	56.6	113	4	44-133/30
56-23-5	Carbon tetrachloride	ND		50	60.1	120	62.6	125	4	70-132/30
75-34-3	1,1-Dichloroethane	ND		50	60.9	122	63.1	126	4	63-131/30
75-35-4	1,1-Dichloroethylene	ND		50	53.6	107	55.3	111	3	62-130/30
124-48-1	Dibromochloromethane	ND		50	56.0	112	57.8	116	3	70-130/30
107-06-2	1,2-Dichloroethane	ND		50	63.5	127	64.1	128	1	63-135/30
78-87-5	1,2-Dichloropropane	ND		50	46.3	93	48.2	96	4	70-130/30
156-59-2	cis-1,2-Dichloroethylene	ND		50	58.9	118	60.0	120	2	70-130/30
10061-01-5	cis-1,3-Dichloropropene	ND		50	43.7	87	45.4	91	4	68-130/30
541-73-1	m-Dichlorobenzene	ND		50	45.7	91	47.2	94	3	70-130/30
95-50-1	o-Dichlorobenzene	ND		50	45.8	92	47.4	95	3	70-130/30
106-46-7	p-Dichlorobenzene	ND		50	45.1	90	46.8	94	4	70-130/30
156-60-5	trans-1,2-Dichloroethylene	ND		50	55.1	110	56.8	114	3	67-130/30
10061-02-6	trans-1,3-Dichloropropene	ND		50	51.5	103	53.8	108	4	70-130/30
100-41-4	Ethylbenzene	ND		50	46.2	92	48.3	97	4	63-130/30
591-78-6	2-Hexanone	ND		50	38.1	76	39.6	79	4	45-140/30
108-10-1	4-Methyl-2-pentanone	ND		50	42.9	86	45.2	90	5	70-130/30
74-83-9	Methyl bromide	ND		50	59.4	119	67.1	134	12	15-151/30
74-87-3	Methyl chloride	ND		50	57.1	114	59.0	118	3	24-160/30
75-09-2	Methylene chloride	ND		50	55.0	110	57.1	114	4	65-130/30
78-93-3	Methyl ethyl ketone	ND		50	48.5	97	49.3	99	2	33-152/30
100-42-5	Styrene	ND		50	46.4	93	47.9	96	3	70-130/30
71-55-6	1,1,1-Trichloroethane	ND		50	56.8	114	59.5	119	5	70-130/30
79-34-5	1,1,2,2-Tetrachloroethane	ND		50	45.8	92	46.6	93	2	70-130/30
79-00-5	1,1,2-Trichloroethane	ND		50	53.2	106	56.1	112	5	70-130/30
127-18-4	Tetrachloroethylene	ND		50	49.4	99	51.0	102	3	70-130/30
108-88-3	Toluene	ND		50	43.6	87	45.3	91	4	60-130/30
79-01-6	Trichloroethylene	ND		50	51.5	103	53.3	107	3	70-130/30

* = Outside of Control Limits.

Matrix Spike/Matrix Spike Duplicate Summary

Job Number: D38545
Account: ERORCODN ERO Resources Corporation
Project: 5273

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
D38527-6MS	6V15752.D	1	09/11/12	BR	n/a	n/a	V6V848
D38527-6MSD	6V15753.D	1	09/11/12	BR	n/a	n/a	V6V848
D38527-6	6V15751.D	1	09/11/12	BR	n/a	n/a	V6V848

The QC reported here applies to the following samples: **Method:** SW846 8260B

D38545-1, D38545-2

CAS No.	Compound	D38527-6 ug/l	Q	Spike ug/l	MS ug/l	MS %	MSD ug/l	MSD %	RPD	Limits Rec/RPD
75-01-4	Vinyl chloride	ND		50	58.5	117	63.1	126	8	37-146/30
108-05-4	Vinyl Acetate	ND		50	42.8	86	43.8	88	2	50-133/30
1330-20-7	Xylene (total)	ND		150	141	94	145	97	3	67-130/30

CAS No.	Surrogate Recoveries	MS	MSD	D38527-6	Limits
17060-07-0	1,2-Dichloroethane-D4	103%	103%	105%	62-130%
2037-26-5	Toluene-D8	92%	91%	92%	70-130%
460-00-4	4-Bromofluorobenzene	106%	105%	98%	69-130%

(a) Recovery of 2-chloroethyl vinyl ether is affected by sample preservation.

* = Outside of Control Limits.

METHOD BLANK AND SPIKE RESULTS SUMMARY
GENERAL CHEMISTRY

Login Number: D36680
Account: ERORCODN - ERO Resources Corporation
Project: Pearl Trench

Analyte	Batch ID	RL	MB Result	Units	Spike Amount	BSP Result	BSP %Recov	QC Limits
pH	GN15979			su	8.00	7.96	99.5	99.3-100.7%

Associated Samples:
Batch GN15979: D36680-1
(*) Outside of QC limits

REPUBLIC SERVICES **SPECIAL WASTE PROFILE**

Requested Disposal Facility: 5125 Foothills LF CO

Waste Profile #
Sales Rep #:

Saveable fill-in form Restricted printing until all required (yellow) fields are completed

I. Generator Information

Generator Name: The City of Boulder			
Generator Site Address: 2300 30th Street			
City: Boulder	County: Boulder	State: Colorado	Zip: 80306
State ID/Reg No:	State Approval/Waste Code: (if applicable)		NAICS # :
Generator Mailing Address (if different): ☑ P.O. Box 791			
City: Boulder	County: Boulder	State: Colorado	Zip: 80306
Generator Contact Name: Alex May, P.E.		Email: maya@bouldercolorado.gov	
Phone Number: (303) 441-3266	Ext: 3269	Fax Number: (303) 441-4271	

IIa. Transporter Information

Transporter Name: Hudspeth & Associates, Inc		Contact Name: Dave Vangraefschepe	
Transporter Address: 4775 S. Sante Fe Circle			
City: Englewood	County: Arapahoe	State: CO	Zip: 80110
Phone: (303) 791-5562	Fax: (303) 791-5780	State Transportation Number:	

IIb. Billing Information

Bill To: ERO Resources Corp.		Contact Name: Courtney Sockwell	
Billing Address: 1842 Clarkson St.		Email: csockwell@eroresources.com	
City: Denver	State: CO	Zip: 80218	Phone: (303) 830-1188

III. Waste Stream Information

Name of Waste: Petroleum contaminated soil	
Process Generating Waste: Likely release from orphan ASTs, removed from site in approximately mid 1970's	
Type of Waste:	☐ INDUSTRIAL PROCESS WASTE ☑ POLLUTION CONTROL WASTE
Physical State:	☑ SOLID ☐ SEMI-SOLID ☐ POWDER ☐ LIQUID
Method of Shipment:	☑ BULK ☐ DRUM ☐ BAGGED ☐ OTHER:
Estimated Annual Volume:	120 Cubic Yards
Frequency:	☑ ONE TIME ☐ ANNUAL
Disposal Consideration:	☑ LANDFILL ☐ SOLIDIFICATION ☐ BIOREMEDIATION

IV. Representative Sample Certification

☐ NO SAMPLE TAKEN

Is the representative sample collected to prepare this profile and laboratory analysis, collected in accordance with U.S. EPA 40 CFR 261.20(c) guidelines or equivalent rules?	☑ YES or ☐ NO
Sample Date: 7/17/12	Type of Sample: ☐ COMPOSITE SAMPLE ☑ GRAB SAMPLE
Sample ID Numbers: SS-1 and SS-2	

© Republic Services, Dec 2009

REPUBLIC SERVICES **SPECIAL WASTE PROFILE**

Waste Profile #

V. Physical Characteristics of Waste

Characteristic Components	% by Weight (range)
1. solid (soil)	100.000
2.	
3.	
4.	
5.	

Color	Odor (describe)	Does Waste Contain Free Liquids?	% Solids	pH:	Flash Point
brown to grey	slight petroleum	☐ YES or ☑ NO	100.00	7	>140 °F

Attach Laboratory Analytical Report (and/or Material Safety Data Sheet) Including Chain of Custody and Required Parameters Provided for this Profile

Does this waste or generating process contain regulated concentrations of the following Pesticides and/or Herbicides: Chlordane, Endrin, Heptachlor (and it epoxides), Lindane, Methoxychlor, Toxaphene, 2,4-D, or 2,4,5-TP Silvex as defined in 40 CFR 261.33?	☐ Yes or ☑ No
Does this waste contain reactive sulfides (greater than 500 ppm) or reactive cyanide (greater than 250 ppm)[reference 40 CFR 261.23(a)(5)]?	☐ Yes or ☑ No
Does this waste contain regulated concentrations of Polychlorinated Biphenyls (PCBs) as defined in 40 CFR Part 761?	☐ Yes or ☑ No
Does this waste contain concentrations of listed hazardous wastes defined in 40 CFR 261.31, 261.32, 261.33, including RCRA F-Listed Solvents?	☐ Yes or ☑ No
Does this waste exhibit a Hazardous Characteristic as defined by Federal and/or State regulations?	☐ Yes or ☑ No
Does this waste contain regulated concentrations of 2,3,7,8-Tetrachlorodibenzodioxin (2,3,7,8-TCCD), or any other dioxin as defined in 40 CFR 261.31?	☐ Yes or ☑ No
Is this a regulated Radioactive Waste as defined by Federal and/or State regulations?	☐ Yes or ☑ No
Is this a regulated Medical or Infectious Waste as defined by Federal and/or State regulations?	☐ Yes or ☑ No
Is this waste a reactive or heat generating waste?	☐ Yes or ☑ No
Does the waste contain sulfur or sulfur by-products?	☐ Yes or ☑ No
Is this waste generated at a Federal Superfund Clean Up Site?	☐ Yes or ☑ No
Is this waste from a TSD facility, TSD like facility or consolidator?	☐ Yes or ☑ No

VI. Certification

I hereby certify that to the best of my knowledge and belief, the information contained herein is a true, complete and accurate description of the waste material being offered for disposal and all known or suspected hazards have been disclosed. All Analytical Results/Material Safety Data Sheets submitted are truthful and complete and are representative of the waste.

I further certify that by utilizing this profile, neither myself nor any other employee of the company will deliver for disposal or attempt to deliver for disposal any waste which is classified as toxic waste, hazardous waste or infectious waste, or any other waste material this facility is prohibited from accepting by law. I shall immediately give written notice of any change or condition pertaining to the waste not provided herein. Our company hereby agrees to fully indemnify this disposal facility against any damages resulting from this certification being inaccurate or untrue.

I further certify that the company has not altered the form or content of this profile sheet as provided by Republic Services Inc.

Alex L. May, P.E.- Transportation Project Manager	City of Boulder Public Works- Transp
Authorized Representative Name And Title (Type or Print)	Company Name
Alex L. May	07/20/2012
Authorized Representative Signature	Date

© Republic Services, Dec 2009

REPUBLIC SERVICES

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

579352

If waste is asbestos waste, complete Sections I, II, III and IV
If waste is **NOT** asbestos waste, complete Sections I, II and III

I. GENERATOR (Generator completes Ia-r)

a. Generator's US EPA ID Number	b. Manifest Document Number	c. Page 1 of
d. Generator's Name and Location: f. Phone:		e. Generator's Mailing Address: g. Phone:
If owner of the generating facility differs from the generator, provide: h. Owner's Name:		i. Owner's Phone No.:

j. Waste Profile #	k. Exp. Date	l. Waste Shipping Name and Description	m. Containers No.	m. Containers Type	n. Total Quantity	o. Unit Wt/Vol
	12/31/12		1	BK	15	
	12/31/12					

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if this waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions. I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR 268 and is no longer a hazardous waste as defined by 40 CFR 261.

p. Generator Authorized Agent Name (Print)	q. Signature	r. Date
Alex L. May - City of Boulder	Alex L. May	7-23-12

II. TRANSPORTER (Generator completes IIa-b and Transporter completes IIc-e)

a. Transporter's Name and Address:

b. Phone:

c. Driver Name (Print)	d. Signature	e. Date
Doug Gallagher	Doug Gallagher	7-23-12

III. DESTINATION (Generator complete IIIa-c and Destination Site completes IIId-g)

a. Disposal Facility and Site Address: b.	c. US EPA Number	d. Discrepancy Indication Space:

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

e. Name of Authorized Agent (Print)	f. Signature	g. Date

IV. ASBESTOS (Generator completes IVa-f and Operator complete IVg-i)

a. Operator's Name and Address: b. Phone:	c. Responsible Agency Name and Address: d. Phone:

e. Special Handling Instructions and Additional Information:

f. ☐ Friable ☐ Non-Friable ☐ Both % Friable % Non-Friable

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

g. Operator's Name and Title (Print)	h. Signature	i. Date

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both

REPUBLIC SERVICES

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

579353

If waste is asbestos waste, complete Sections I, II, III and IV
If waste is **NOT** asbestos waste, complete Sections I, II and III

I. GENERATOR (Generator completes Ia-r)

a. Generator's US EPA ID Number	b. Manifest Document Number	c. Page 1 of
d. Generator's Name and Location: f. Phone:	e. Generator's Mailing Address: g. Phone:	
If owner of the generating facility differs from the generator, provide: h. Owner's Name:	i. Owner's Phone No.:	

j. Waste Profile #	k. Exp. Date	l. Waste Shipping Name and Description	m. Containers No.	m. Containers Type	n. Total Quantity	o. Unit Wt/Vol
	12/31/12		1	Bulk	15	
	12/31/12					

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if this waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions. I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR 268 and is no longer a hazardous waste as defined by 40 CFR 261.

p. Generator Authorized Agent Name (Print)	q. Signature	r. Date
Alex L. May - City of Boulder	Alex L. May	7/23/12

II. TRANSPORTER (Generator completes IIa-b and Transporter completes IIc-e)

a. Transporter's Name and Address: b. Phone:		
c. Driver Name (Print)	d. Signature	e. Date

III. DESTINATION (Generator complete IIIa-c and Destination Site completes IIId-g)

a. Disposal Facility and Site Address: b.	c. US EPA Number	d. Discrepancy Indication Space:

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

e. Name of Authorized Agent (Print)	f. Signature	g. Date

IV. ASBESTOS (Generator completes IVa-f and Operator complete IVg-i)

a. Operator's Name and Address: b. Phone:	c. Responsible Agency Name and Address: d. Phone:
e. Special Handling Instructions and Additional Information:	
f. ☐ Friable ☐ Non-Friable ☐ Both % Friable % Non-Friable	

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

g. Operator's Name and Title (Print)	h. Signature	i. Date

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both

REPUBLIC SERVICES

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

579354

If waste is asbestos waste, complete Sections I, II, III and IV
If waste is **NOT** asbestos waste, complete Sections I, II and III

I. GENERATOR (Generator completes Ia-r)

a. Generator's US EPA ID Number	b. Manifest Document Number	c. Page 1 of

d. Generator's Name and Location:	e. Generator's Mailing Address:
The City of Boulder 2300 10th Street Boulder CO 80302 f. Phone: 303 441 1948	The City of Boulder PO Box 791 Boulder CO 80306 g. Phone: 303 441 1948
If owner of the generating facility differs from the generator, provide:	
h. Owner's Name:	i. Owner's Phone No.:

j. Waste Profile #	k. Exp. Date	l. Waste Shipping Name and Description	m. Containers No.	m. Containers Type	n. Total Quantity	o. Unit Wt/Vol
5127 121218*	12/31/12	Petroleum Contaminated Soil	1	Bulk	18	Tons
5128 121218*	12/31/12	Petroleum Contaminated Soil				Tons

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if this waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions. I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR 268 and is no longer a hazardous waste as defined by 40 CFR 261.

p. Generator Authorized Agent Name (Print)	q. Signature	r. Date
Alex L. May - City of Boulder	Alex L. May	7-23-12

II. TRANSPORTER (Generator completes IIa-b and Transporter completes IIc-e)

a. Transporter's Name and Address:		
Transport & Associates 4775 S Santa Fe Circle Englewood, CO 80110 b. Phone: 303-761-1192		
c. Driver Name (Print)	d. Signature	e. Date

III. DESTINATION (Generator complete IIIa-c and Destination Site completes IIId-g)

a. Disposal Facility and Site Address:	c. US EPA Number	d. Discrepancy Indication Space:
Lower Landfill / Foothills Landfill Site 6 Transfer Rd / 6300 Hwy 93 Commerce City, CO / Golden, CO (Jefferson) 720 316 8150 Resources b.		

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

e. Name of Authorized Agent (Print)	f. Signature	g. Date
Doug Gallagher	Doug Gallagher	7-27-12

IV. ASBESTOS (Generator completes IVa-f and Operator complete IVg-i)

a. Operator's Name and Address:	c. Responsible Agency Name and Address:
b. Phone:	d. Phone:

e. Special Handling Instructions and Additional Information:

f. ☐ Friable ☐ Non-Friable ☐ Both % Friable % Non-Friable

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

g. Operator's Name and Title (Print)	h. Signature	i. Date

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both

REPUBLIC SERVICES

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

579355

If waste is asbestos waste, complete Sections I, II, III and IV
If waste is **NOT** asbestos waste, complete Sections I, II and III

I. GENERATOR (Generator completes Ia-r)

a. Generator's US EPA ID Number	b. Manifest Document Number	c. Page 1 of

d. Generator's Name and Location:	e. Generator's Mailing Address:
The City of Boulder 2300 30th Street Boulder CO 80301 f. Phone: 303-441-3266	The City of Boulder PO Box 791 Boulder CO 80306 g. Phone: 303-441-1900

If owner of the generating facility differs from the generator, provide:	
h. Owner's Name:	i. Owner's Phone No.:

j. Waste Profile #	k. Exp. Date	l. Waste Shipping Name and Description	m. Containers No.	m. Containers Type	n. Total Quantity	o. Unit Wt/Vol
5125 121213*	12/31/12	Petroleum Contaminated Soil	1	Bulk	18	T
5126 121215*	12/31/12	Petroleum Contaminated Soil				T

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if this waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions. I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR 268 and is no longer a hazardous waste as defined by 40 CFR 261.

Alex L. May - City of Boulder	Alex L. May	7-23-12
p. Generator Authorized Agent Name (Print)	q. Signature	r. Date

II. TRANSPORTER (Generator completes IIa-b and Transporter completes IIc-e)

a. Transporter's Name and Address:
Hydrepath & Associates 4775 S Stuart Fe Circle Englewood CO 80110 b. Phone: 303-230-1198

[illegible]	[illegible]	7/23/12
c. Driver Name (Print)	d. Signature	e. Date

III. DESTINATION (Generator complete IIIa-c and Destination Site completes IIId-g)

a. Disposal Facility and Site Address:	c. US EPA Number	d. Discrepancy Indication Space:
Foster Landfill / Colfax Landfill 80th & Tower Rd (800 Hwy 93) Commerce City, CO / Golden, CO (Deposit # 8972316 ERC Resources) b.		

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

e. Name of Authorized Agent (Print)	f. Signature	g. Date

IV. ASBESTOS (Generator completes IVa-f and Operator complete IVg-i)

a. Operator's Name and Address:	c. Responsible Agency Name and Address:
b. Phone:	d. Phone:

e. Special Handling Instructions and Additional Information:

f. ☐ Friable ☐ Non-Friable ☐ Both % Friable % Non-Friable

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

g. Operator's Name and Title (Print)	h. Signature	i. Date

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both

REPUBLIC SERVICES

579356

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

If waste is asbestos waste, complete Sections I, II, III and IV
If waste is **NOT** asbestos waste, complete Sections I, II and III

I. GENERATOR (Generator completes Ia-r)

a. Generator's US EPA ID Number	b. Manifest Document Number	c. Page 1 of

d. Generator's Name and Location:	e. Generator's Mailing Address:
The City of Boulder 2500 55th Street Boulder CO 80301 f. Phone: 303-441-3266	The City of Boulder PO Box 791 Boulder, CO 80306 g. Phone: 303-441-3266
If owner of the generating facility differs from the generator, provide:	
h. Owner's Name:	i. Owner's Phone No.:

j. Waste Profile #	k. Exp. Date	l. Waste Shipping Name and Description	m. Containers No.	m. Containers Type	n. Total Quantity	o. Unit Wt/Vol
5125 1212181	12/31/12	Petroleum Contaminated Soil	1	BLK	1	
5125 1212180	12/31/12	Petroleum Contaminated Soil				

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if this waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions. I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR 268 and is no longer a hazardous waste as defined by 40 CFR 261.

p. Generator Authorized Agent Name (Print)	q. Signature	r. Date
Alex L. May - City of Boulder	Alex L. May	7-23-12

II. TRANSPORTER (Generator completes IIa-b and Transporter completes IIc-e)

a. Transporter's Name and Address:		
McGrath & Associates 4775 S Santa Fe Circle Englewood CO 80110 b. Phone: 303-830-1196		
c. Driver Name (Print): Doug Gallagher	d. Signature: Doug Gallagher	e. Date: 7-23-12

III. DESTINATION (Generator complete IIIa-c and Destination Site completes IIId-g)

a. Disposal Facility and Site Address:	c. US EPA Number	d. Discrepancy Indication Space:
Tower Landfill - Foothills Landfill 6881 S Tower Rd / 6600 Hwy 93 Commerce City, CO / Golden, CO (Account # 0000216 ERC Petroleum) b.		

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

e. Name of Authorized Agent (Print)	f. Signature	g. Date

IV. ASBESTOS (Generator completes IVa-f and Operator complete IVg-i)

a. Operator's Name and Address:	c. Responsible Agency Name and Address:
b. Phone:	d. Phone:

e. Special Handling Instructions and Additional Information:

f. ☐ Friable ☐ Non-Friable ☐ Both % Friable % Non-Friable

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

g. Operator's Name and Title (Print)	h. Signature	i. Date

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both

REPUBLIC SERVICES

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

579357

If waste is asbestos waste, complete Sections I, II, III and IV
If waste is **NOT** asbestos waste, complete Sections I, II and III

I. GENERATOR (Generator completes Ia-r)

a. Generator's US EPA ID Number	b. Manifest Document Number	c. Page 1 of

d. Generator's Name and Location:	e. Generator's Mailing Address:
The City of Boulder 2300 30th Street Boulder CO 80301 f. Phone: 303.441.3266	The City of Boulder PO Box 791 Boulder CO 80306 g. Phone: 303.441.1844
If owner of the generating facility differs from the generator, provide:	
h. Owner's Name:	i. Owner's Phone No.:

j. Waste Profile #	k. Exp. Date	l. Waste Shipping Name and Description	m. Containers No.	m. Containers Type	n. Total Quantity	o. Unit Wt/Vol
5125 121218*	12/31/12	Petroleum Contaminated Soil	1	PIK	16	
5126 121240	12/31/12	Petroleum Contaminated Soil				

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if this waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions. I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR 268 and is no longer a hazardous waste as defined by 40 CFR 261.

p. Generator Authorized Agent Name (Print)	q. Signature	r. Date
Alex L. May-City of Boulder	Alex L. May	7-23-12

II. TRANSPORTER (Generator completes IIa-b and Transporter completes IIc-e)

a. Transporter's Name and Address:		
Pioneer Sand Company 4775 S Santa Fe Circle Englewood CO 80110 b. Phone: 303.762.1185		
c. Driver Name (Print)	d. Signature	e. Date
[illegible]	[illegible]	7/23/12

III. DESTINATION (Generator complete IIIa-c and Destination Site completes IIId-g)

a. Disposal Facility and Site Address:	c. US EPA Number	d. Discrepancy Indication Space:
Front Range Landfill 64th & Tower Rd / 6400 Hwy 52 Commerce City, CO / Adams CO (Adams # 270316 EPA Facility) b.		

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

e. Name of Authorized Agent (Print)	f. Signature	g. Date

IV. ASBESTOS (Generator completes IVa-f and Operator complete IVg-i)

a. Operator's Name and Address:	c. Responsible Agency Name and Address:
b. Phone:	d. Phone:

e. Special Handling Instructions and Additional Information:

f. ☐ Friable ☐ Non-Friable ☐ Both % Friable % Non-Friable

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

g. Operator's Name and Title (Print)	h. Signature	i. Date

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both

REPUBLIC SERVICES

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

579358

If waste is asbestos waste, complete Sections I, II, III and IV
If waste is **NOT** asbestos waste, complete Sections I, II and III

I. GENERATOR (Generator completes Ia-r)

a. Generator's US EPA ID Number	b. Manifest Document Number	c. Page 1 of

d. Generator's Name and Location:	e. Generator's Mailing Address:
The City of Boulder 2300 33rd Street Boulder CO 80301 303-441-3268 f. Phone:	The City of Boulder PO Box 791 Boulder CO 80306 303-441-1964 g. Phone:
If owner of the generating facility differs from the generator, provide:	
h. Owner's Name:	i. Owner's Phone No.:

j. Waste Profile #	k. Exp. Date	l. Waste Shipping Name and Description	m. Containers No.	m. Containers Type	n. Total Quantity	o. Unit Wt/Vol
5126 121241		Petroleum Contaminated Soil	1	16	5	tons
5128 121218		Petroleum Contaminated Soil				

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if this waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions. I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR 268 and is no longer a hazardous waste as defined by 40 CFR 261.

p. Generator Authorized Agent Name (Print)	q. Signature	r. Date
Alex L. May - City of Boulder	Alex L. May	7-12-12

II. TRANSPORTER (Generator completes IIa-b and Transporter completes IIc-e)

a. Transporter's Name and Address:		
Hallcrest & Associates 4775 S Santa Fe Circle Englewood CO 80110 303-936-1168 b. Phone:		
c. Driver Name (Print)	d. Signature	e. Date
Doug Gallagher	Doug Gallagher	7-23-12

III. DESTINATION (Generator complete IIIa-c and Destination Site completes IIId-g)

a. Disposal Facility and Site Address:	c. US EPA Number	d. Discrepancy Indication Space:
Tower Landfill - Foothills Landfill 36th & Tower Rd (2300 Hwy 36) Commerce City, CO (Adams & Boulder Counties) b.		

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

e. Name of Authorized Agent (Print)	f. Signature	g. Date

IV. ASBESTOS (Generator completes IVa-f and Operator complete IVg-i)

a. Operator's Name and Address:	c. Responsible Agency Name and Address:
b. Phone:	d. Phone:

e. Special Handling Instructions and Additional Information:

f. ☐ Friable ☐ Non-Friable ☐ Both % Friable % Non-Friable

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

g. Operator's Name and Title (Print)	h. Signature	i. Date

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both

REPUBLIC SERVICES

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

579359

If waste is asbestos waste, complete Sections I, II, III and IV
If waste is **NOT** asbestos waste, complete Sections I, II and III

I. GENERATOR (Generator completes Ia-r)

a. Generator's US EPA ID Number	b. Manifest Document Number	c. Page 1 of

d. Generator's Name and Location:	e. Generator's Mailing Address:
The City of Boulder 2500 13th Street Boulder CO 80304 f. Phone: 303-441-3266	The City of Boulder PO Box 791 Boulder CO 80306 g. Phone: 303-441-3266
If owner of the generating facility differs from the generator, provide:	
h. Owner's Name:	i. Owner's Phone No.:

j. Waste Profile #	k. Exp. Date	l. Waste Shipping Name and Description	m. Containers No.	m. Containers Type	n. Total Quantity	o. Unit Wt/Vol
5125 *212181	12/31/12	Petroleum Contaminated Soil	1	Bulk	18	TON
5125 *212180	12/31/12	Petroleum Contaminated Soil				TON

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if this waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions. I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR 268 and is no longer a hazardous waste as defined by 40 CFR 261.

p. Generator Authorized Agent Name (Print)	q. Signature	r. Date
Alex L. May - City of Boulder	Alex L. May	7/29/12

II. TRANSPORTER (Generator completes IIa-b and Transporter completes IIc-e)

a. Transporter's Name and Address:		
Foothills Pit Stop Liquids 4775 S Santa Fe Circle Englewood CO 80110 b. Phone: 303-830-1188		
c. Driver Name (Print)	d. Signature	e. Date
Todd Thompson	Todd Th	7-29-12

III. DESTINATION (Generator complete IIIa-c and Destination Site completes IIId-g)

a. Disposal Facility and Site Address:	c. US EPA Number	d. Discrepancy Indication Space:
Front Range Fuels Landfill Mile & Tower Rd (8290 Hwy 85) Commerce City, CO (Adams) or 80516 ERO Resources b.		

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

e. Name of Authorized Agent (Print)	f. Signature	g. Date

IV. ASBESTOS (Generator completes IVa-f and Operator complete IVg-i)

a. Operator's Name and Address:	c. Responsible Agency Name and Address:
b. Phone:	d. Phone:

e. Special Handling Instructions and Additional Information:

f. ☐ Friable ☐ Non-Friable ☐ Both % Friable % Non-Friable

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

g. Operator's Name and Title (Print)	h. Signature	i. Date

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both

REPUBLIC SERVICES

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

579360

If waste is asbestos waste, complete Sections I, II, III and IV
If waste is **NOT** asbestos waste, complete Sections I, II and III

I. GENERATOR (Generator completes Ia-r)

a. Generator's US EPA ID Number	b. Manifest Document Number	c. Page 1 of

d. Generator's Name and Location:	e. Generator's Mailing Address:
The City of Boulder 2207 30th Street Boulder CO 80301 303-441-3266 f. Phone:	The City of Boulder PO Box 791 Boulder CO 80306 303-441-3266 g. Phone:
If owner of the generating facility differs from the generator, provide:	
h. Owner's Name:	i. Owner's Phone No.:

j. Waste Profile #	k. Exp. Date	l. Waste Shipping Name and Description	m. Containers No.	m. Containers Type	n. Total Quantity	o. Unit Wt/Vol
5125 121281	12/31/12	Petroleum Contaminated Soil	1	BUL		
5126 121218	12/31/12	Petroleum Contaminated Soil				

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if this waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions. I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR 268 and is no longer a hazardous waste as defined by 40 CFR 261.

p. Generator Authorized Agent Name (Print)	q. Signature	r. Date
Alex L. May - City of Boulder	Alex L. May	7/2/12

II. TRANSPORTER (Generator completes IIa-b and Transporter completes IIc-e)

a. Transporter's Name and Address:		
Foothill & Associates 4775 S Santa Fe Circle Englewood CO 80110 303-830-1188 b. Phone:		
c. Driver Name (Print)	d. Signature	e. Date
		7-24-12

III. DESTINATION (Generator complete IIIa-c and Destination Site completes IIId-g)

a. Disposal Facility and Site Address:	c. US EPA Number	d. Discrepancy Indication Space:
Tower Landfill / Foothills Landfill 2811 S Tower Rd (2000 Hwy 93) Commerce City, CO / Golden, CO b.	CO D980745935	

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

e. Name of Authorized Agent (Print)	f. Signature	g. Date

IV. ASBESTOS (Generator completes IVa-f and Operator complete IVg-i)

a. Operator's Name and Address:	c. Responsible Agency Name and Address:
b. Phone:	d. Phone:

e. Special Handling Instructions and Additional Information:

f. ☐ Friable ☐ Non-Friable ☐ Both % Friable % Non-Friable

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

g. Operator's Name and Title (Print)	h. Signature	i. Date

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both

REPUBLIC SERVICES

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

579361

If waste is asbestos waste, complete Sections I, II, III and IV
If waste is **NOT** asbestos waste, complete Sections I, II and III

I. GENERATOR (Generator completes Ia-r)

a. Generator's US EPA ID Number	b. Manifest Document Number	c. Page 1 of

d. Generator's Name and Location:	e. Generator's Mailing Address:
The City of Boulder 2367 30th Street Boulder CO 80301	The City of Boulder PO Box 791 Boulder CO 80306
f. Phone: 303-441-3266	g. Phone: 303-441-3266
If owner of the generating facility differs from the generator, provide:	
h. Owner's Name:	i. Owner's Phone No.:

j. Waste Profile #	k. Exp. Date	l. Waste Shipping Name and Description	m. Containers No.	m. Containers Type	n. Total Quantity	o. Unit Wt/Vol
5125 1212161	12/31/12	Petroleum Contaminated Soil	1	Bulk	18	TONS
5125 1212160	12/31/12	Petroleum Contaminated Soil				

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if this waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions. I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR 268 and is no longer a hazardous waste as defined by 40 CFR 261.

p. Generator Authorized Agent Name (Print)	q. Signature	r. Date
Alex L. May-City of Boulder	Alex L. May	7/24/12

II. TRANSPORTER (Generator completes IIa-b and Transporter completes IIc-e)

a. Transporter's Name and Address:		
Thompson & Associates 4775 S Santa Fe Circle Englewood CO 80110		
b. Phone: 303-806-1106		
Todd Thompson	Todd Thompson	7-24-12
c. Driver Name (Print)	d. Signature	e. Date

III. DESTINATION (Generator complete IIIa-c and Destination Site completes IIId-g)

a. Disposal Facility and Site Address:	c. US EPA Number	d. Discrepancy Indication Space:
Tower Landfill - Foothills Landfill 56th & Tower Rd / 8900 Hwy 93 Commerce City, CO - Golden, CO (Account # 0563 13 EPA Recycled)		
b.		

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

e. Name of Authorized Agent (Print)	f. Signature	g. Date

IV. ASBESTOS (Generator completes IVa-f and Operator complete IVg-i)

a. Operator's Name and Address:	c. Responsible Agency Name and Address:
b. Phone:	d. Phone:

e. Special Handling Instructions and Additional Information:

f. ☐ Friable ☐ Non-Friable ☐ Both % Friable % Non-Friable

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

g. Operator's Name and Title (Print)	h. Signature	i. Date

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both

REPUBLIC SERVICES

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

579362

If waste is asbestos waste, complete Sections I, II, III and IV
If waste is **NOT** asbestos waste, complete Sections I, II and III

I. GENERATOR (Generator completes Ia-r)

a. Generator's US EPA ID Number	b. Manifest Document Number	c. Page 1 of
d. Generator's Name and Location: f. Phone:	e. Generator's Mailing Address: g. Phone:	
If owner of the generating facility differs from the generator, provide: h. Owner's Name:	i. Owner's Phone No.:	

j. Waste Profile #	k. Exp. Date	l. Waste Shipping Name and Description	m. Containers No.	m. Containers Type	n. Total Quantity	o. Unit Wt/Vol
	12/31/12		1	Bulk	1%	
	12/31/12					

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if this waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions. I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR 268 and is no longer a hazardous waste as defined by 40 CFR 261.

p. Generator Authorized Agent Name (Print)	q. Signature	r. Date
Alex L. May-City of Boulder	Alex L. May	7/24/12

II. TRANSPORTER (Generator completes IIa-b and Transporter completes IIc-e)

a. Transporter's Name and Address: b. Phone:		
c. Driver Name (Print)	d. Signature	e. Date

III. DESTINATION (Generator complete IIIa-c and Destination Site completes IIId-g)

a. Disposal Facility and Site Address: b.	c. US EPA Number	d. Discrepancy Indication Space:

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

e. Name of Authorized Agent (Print)	f. Signature	g. Date

IV. ASBESTOS (Generator completes IVa-f and Operator complete IVg-i)

a. Operator's Name and Address: b. Phone:	c. Responsible Agency Name and Address: d. Phone:
e. Special Handling Instructions and Additional Information:	
f. ☐ Friable ☐ Non-Friable ☐ Both % Friable % Non-Friable	

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

g. Operator's Name and Title (Print)	h. Signature	i. Date

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both

REPUBLIC SERVICES

NON-HAZARDOUS SPECIAL WASTE & ASBESTOS MANIFEST

579363

If waste is asbestos waste, complete Sections I, II, III and IV
If waste is **NOT** asbestos waste, complete Sections I, II and III

I. GENERATOR (Generator completes Ia-r)

a. Generator's US EPA ID Number	b. Manifest Document Number	c. Page 1 of

d. Generator's Name and Location:	e. Generator's Mailing Address:
f. Phone:	g. Phone:
If owner of the generating facility differs from the generator, provide:	
h. Owner's Name:	i. Owner's Phone No.:

j. Waste Profile #	k. Exp. Date	l. Waste Shipping Name and Description	m. Containers No.	m. Containers Type	n. Total Quantity	o. Unit Wt/Vol
	12/31/12		1			
	12/31/12					

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if this waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions. I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR 268 and is no longer a hazardous waste as defined by 40 CFR 261.

p. Generator Authorized Agent Name (Print)	q. Signature	r. Date
Alex L. May - City of Boulder	Alex L. May	7/25/12

II. TRANSPORTER (Generator completes IIa-b and Transporter completes IIc-e)

a. Transporter's Name and Address:		
b. Phone:		
		7-25-12
c. Driver Name (Print)	d. Signature	e. Date

III. DESTINATION (Generator complete IIIa-c and Destination Site completes IIId-g)

a. Disposal Facility and Site Address:	c. US EPA Number	d. Discrepancy Indication Space:
b.		

I hereby certify that the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

e. Name of Authorized Agent (Print)	f. Signature	g. Date

IV. ASBESTOS (Generator completes IVa-f and Operator complete IVg-i)

a. Operator's Name and Address:	c. Responsible Agency Name and Address:
b. Phone:	d. Phone:

e. Special Handling Instructions and Additional Information:

f. ☐ Friable ☐ Non-Friable ☐ Both % Friable % Non-Friable

OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

g. Operator's Name and Title (Print)	h. Signature	i. Date

*Operator refers to the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both

DEMOLITION AND ENVIRONMENTAL CLEANUP AGREEMENT FOR 2360 30th STREET

THIS DEMOLITION AND ENVIRONMENTAL CLEANUP AGREEMENT FOR 2360 30TH STREET ("**Agreement**") is dated this 30th day of August, 2017, by and among the CITY OF BOULDER, a Colorado municipal corporation (the "**City**"), THIRTIETH AND PEARL, LLC, a Colorado limited liability company (the "**LLC**"), POLLARD FRIENDLY MOTOR CO., a Colorado corporation (the "**Company**"). The City, LLC and Company are hereafter collectively referred to as the "**Parties**."

Recitals

A. The City and the LLC entered into a Contract to Buy & and Sell Real Estate on September 23, 2004 ("**Purchase Agreement**") by which the City acquired 11.236 acres of property located at 30th and Pearl streets, generally known as the Pollard Property.

B. The City and the Company entered into a Lease Agreement on October 14, 2004 ("**Lease**") by which the City leased property approximately 5.5 acres in size to the Company which was generally known as 2360 30th St, Boulder, CO. Pursuant to the First Amendment to the Lease Agreement dated February 1, 2013, the leased premises was amended to be approximately 4.3 acres in size and is more particularly described on **Exhibit A** attached hereto and incorporated herein (hereafter referenced as "**Property**").

C. The Purchase Agreement requires for the LLC to perform certain obligations relating to the Property, including, but not limited to, environmental cleanup of the existing contamination of the soils. It also identified that the Company would be responsible for any contamination it caused during the term of the Lease.

D. The Lease required the Company to perform certain obligations relating to the Property, including, but not limited to, move out requirements, obtaining an updated environmental report, depositing additional funds into the escrow account, cleanup of contamination it caused during the term of the Lease and providing the City with certification confirming asbestos abatement in anticipation of demolition of both of the buildings located on the Property ("**Buildings**").

E. Both the LLC and the Company are both responsible for the environmental cleanup of the Property pursuant to Section 4.07 of the Purchase Agreement.

F. The Parties wish to identify obligations from the Purchase Agreement and Lease which may need to be modified by this Agreement, pertaining to the timing of the asbestos removal, responsibility for managing the demolition of Buildings and the timing of the soils remediation on the Property.

G. The Parties acknowledge the following have occurred:

1. As a requirement of the Purchase Contract, the LLC obtained the Pollard Property Environmental Report ("**Pollard Property Environmental Report**") prepared by Richard Luce of Freedom Environmental Consultants, Inc., 12808 W. 56th Pl., Arvada, CO 80002, Ph. (303) 940-1410 ("**Environmental Consultant**").

2. The Parties established an **"Escrow Account"** at Land Title Guarantee Company consistent with the requirements of Section 4.01 of the Purchase Agreement. In 2004, the LLC deposited into the Escrow Account the amount of $58,400.00 (**"Cleanup Estimate"**) for the Property based on the Pollard Property Environmental Report.

3. **"Updated Report"** is the Phase I Environmental Site Assessment dated January 5, 2017 and the Updated Cost Estimate letter dated January 24, 2017 both prepared by the Environmental Consultant who estimated the cost of the Increased Lease Cleanup Costs defined below would be $110,715.00.

4. "**Increased Lease Cleanup Costs**" is defined in the Lease and indicates that if the cleanup costs identified in the Updated Report are more than the Cleanup Estimate, the Company is obligated to deposit 100% of the differential into the Escrow Account. Because the Escrow Account accrued interest leaving a balance of $66,389.00 as of February 2017, the Parties determined that the Increased Lease Cleanup Cost would be $44,326.00. As of May 31, 2017, the Escrow Account has a balance of approximately $110,727.02.

5. The Holdover Letter dated January 27, 2017 (**"Holdover Letter"**) documented the terms for the Company to hold over from February 1, 2017 until February 28, 2017. This Holdover Letter included a provision that the Company would pay February's rent in the amount of $20,000.00 into the Escrow Account. However, the Company did not pay $20,000.00 for February's rent into the Escrow Account. The Holdover Letter also provided that February's rent would be released to the Company if the Company performed the asbestos abatement of the Buildings as required in the Purchase Agreement and Lease.

6. The City and the Company completed a final walk-through and acknowledge that the parties are coordinating on the process to disconnect the utilities from the Buildings prior to the time when the demolition will occur.

7. The City took possession of the Property as of February 28, 2017.

8. The Company hired Colorado Hazard Control, LLC, 1775 W 55th Av, Denver, CO 80221 (**"CHC"**) to complete the work described in the CHC Statement of Work for the Agreement for Removal of Contaminated Building Materials between CHC and the Company dated January 30, 2017 (**"Initial Asbestos Abatement"**). Although CHC performed the Initial Asbestos Abatement prior to February 28, 2017, the Environmental Consultant identified some asbestos containing materials (**"ACM"**) still remaining in the roofing of the Buildings, including, but not limited to, the ACMs identified in the ACM Roof Samples Report dated February 14, 2017, prepared by the Environmental Consultant. However, the Revised Asbestos-Containing Materials Survey Report Roof Survey dated June 6, 2017 prepared by the Environmental Consultant indicated that "all of the ACMs are Category I Non-Friable roofing materials that are allowed to remain during demolition so long as they are not rendered friable during the demolition process."

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and in the Purchase Agreement and the Lease and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Legal Obligations. Nothing herein will modify the environmental cleanup liability of either the LLC or the Company set forth in the Purchase Agreement. Under Section 4.07 of the Purchase Agreement and Section 6.02(d) of the Lease, the LLC and the Company both have legal obligations pertaining to environmental cleanup of the Property, including, but not limited to, the following: 1) the Company has the obligation to complete asbestos abatement in the Buildings and to provide the City a certification of complete asbestos abatement, and 2) the LLC has the obligation to complete soils remediation of the Property to the Clean Determination Standard as defined in Section 4.01 of the Purchase Agreement and as further clarified in the Cleanup Agreement referenced in Section 1(b)(i), below.

   a. Asbestos Abatement and Demolition of the Buildings.

      i. Initial Asbestos Abatement. Although the Company was required to perform complete asbestos abatement of the Buildings prior to termination of the Lease, and, in any event, prior to relinquishment of possession by the Company of the Property to the City, the Company has only performed partial asbestos removal by the date of this Agreement. The Company hired CHC which completed Initial Asbestos Abatement of the Buildings at the cost of $21,195.00. Therefore, the City will not require February's rent to be deposited into the Escrow Account as required in the Holdover Letter described in Recital G.5 above. The Company will provide the City with a lien waiver from CHC within 30 days of this Agreement.

      ii. Additional Asbestos Abatement. The Company is required to abate any and all remaining asbestos within the Buildings. The CHC Estimate for Roof Asbestos Abatement prepared by CHC dated March 1, 2017 estimated the additional cost for asbestos abatement in the roofing of the Buildings would be $186,648.00 if it were done in advance of the demolition of the Buildings. The Parties believe that asbestos abatement for the roofing in the Buildings would cost less if completed in conjunction with the demolition of the Buildings. The Parties agree to amend Section 6.02(d) of the Lease, so that the Company will complete the additional asbestos abatement of the Buildings in conjunction with the demolition process as described in Subsection 1.a.iv below.

      iii. No Environmental Certification of Asbestos Abatement. The Company is required to deliver to the City an environmental certification that all asbestos in the Buildings has been properly removed and contained in anticipation of the demolition of the Buildings by the City. The Parties agree to amend Section 6.02(d) of the Lease so that the Company is no longer required to provide the City with certification of said asbestos abatement since the Company is now responsible for asbestos abatement in conjunction with the demolition of the Buildings pursuant to the terms of this Agreement.

iv. Company Agrees to Demolish the Buildings. The Parties amend Section 6.02(d) of the Lease so that the Company will be responsible for demolition of the Buildings instead of the City pursuant to the terms of this Agreement. The Company agrees to manage the demolition of the Buildings according to the terms set forth below:

A. Timing of Demolition. The Parties agree that the Company will hire Fiore & Sons as the demolition contractor ("**Demolition Contractor**") to demolish the Buildings, including removal of the demolition debris from the Property in accordance with the Owner/Contractor Agreement attached hereto as **Exhibit B** (the "**Demolition Contract**") The Company agrees to pay the Demolition Contractor for the total cost of demolishing the Buildings which consist of normal demolition costs plus the additional costs necessary to abate any asbestos found in either of the Buildings during the demolition process ("**Total Demolition Costs**").

B. Certificate of Insurance. The Company will ensure that the Demolition Contractor provides evidence to the City that its insurance policies will name the City as an additional insured and that such policies may not be cancelled without the written consent of the City.

C. Construction Easement. The Parties acknowledge that the Company can rely upon Section 4.07(h) of the Purchase Contract, which grants an entity a construction easement over the Property for purposes of completing the cleanup work. The Parties acknowledge that this easement is expanded to encompass the demolition work by the Demolition Contractor in addition to the site remediation work.

D. Building Demolition Costs. The City and the Company, to the extent reasonably feasible, will coordinate payment of the Total Demolition Costs in accordance with the Demolition Contract so that the City makes a direct payment to the Demolition Contractor in order to avoid the Company advancing funds and then seeking reimbursement from the City. Such direct payment shall be conditioned upon the Company causing the Demolition Contractor to complete the work pursuant to the Demolition Contract and to provide the City with a copy of a lien waiver.

The City will pay the **"Normal Demolition Cost"** (without any additional costs associated with asbestos abatement of the Buildings) as estimated on the Demolition Proposal dated June 9, 2012 prepared by Fiore & Sons, Inc. as follows:

Mobilization	$5,485.00
Demolition of Buildings	$90,000.00
Removal of asphalt surrounding building footprints	$7,500.00

Excavation/removal of 8 hydraulic hoist rams/piping* $6,974.00

Total **$109,959.00**

*The City will only responsible for the removal of the hoist rams/piping in a clean condition. The Company or LLC will be responsible for any environmental cleanup which may be necessary within the 8 hydraulic hoist rams/piping.

Within 30 days after receipt of the lien waiver described above, then the City will pay the Normal Demolition Costs to Fiore & Sons.

b. Soils Remediation and Complete Environmental Cleanup Certification.

i. Timing of Cleanup. The LLC agrees to complete the soils remediation of the Property to the Clean Determination Standard as soon as reasonably possible following demolition of the Buildings and in accordance with the Proposal for Site Clean Up Activities attached hereto as **Exhibit C** (the "**Cleanup Agreement**").

ii. Complete Environmental Cleanup. The Parties agree that the LLC will hire the Freedom Environmental Consultants, Inc. to perform the complete environmental cleanup of the Property in accordance with the Cleanup Agreement, including, but not limited to, site cleanup, removal of any and all ACMs from the site, and soils remediation to the Clean Determination Standard ("**Complete Environmental Cleanup**").

The Parties agree that the LLC will pay for all costs related to the Complete Environmental Cleanup, including but not limited to the following costs identified in the Demolition Agreement as Additional Costs:

1) the cost of excavation and removal of two oil/water separators, including pumping, piping into the building and backfill with clean onsite soil estimated to cost $4,120.00; and

2) the cost of excavating/transporting/disposing of petroleum impacted soils at an estimated rate of approximately $32.00 cubic yards and backfilling the holes.

iii. Escrowed Funds Used for Cleanup. The LLC may draw funds from the Escrow Account to pay costs relating to the Complete Environmental Cleanup in accordance with the Escrow Agreement among the City, the LLC, the Company and Land Title Guarantee Company, dated October 14, 2004 and amended on May 1, 2017.

iv. Environmental Certification of Complete Environmental Cleanup. Subsequent to Complete Environmental Cleanup of the Property, the LLC will deliver to the City certification of the following:

1) all of the debris from the demolished Buildings and that any and all ACMs have been properly removed from the Property; and

2) the Property has been cleaned to the Clean Determination Standard.

The Parties agree that such certification will not only be executed by the Company and the LLC, but also the Environmental Consultant upon completion of the Complete Environmental Cleanup.

v. Return of the Balance of Funds in Escrow Account. Once the LLC provides the City with certification described in Subsection 1.b.iii above, then the LLC may obtain any remaining balance of the funds in the Escrow Account. The Parties agree to close the Escrow Account once there is no longer any balance of funds.

2. Recitals. The Parties adopt the Recitals above and incorporate them herein by this reference.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

4. Full Force and Effect. Except as amended herein, the obligations of the Purchase Agreement and Lease shall remain in full force and effect, especially as they pertain to the environmental liability of the LLC and the Company. If this Agreement used the references to the LLC and the Company inconsistently with the provisions of the Purchase Agreement then the terms of the Purchase Agreement shall control.

5. Notices. Section 18.06 of the Lease is amended to have the following contact information:

If to the City:

The City of Boulder
ATTN: Boulder City Attorney
P.O. Box 791
Boulder, Colorado 80306
Telephone: (303) 442-3020
Facsimile: (303) 441-3859
email: GehrD@bouldercolorado.gov

With Copy to:

Doug Newcomb
City of Boulder Property Agent
Telephone: 720-564-2033
email: NewcombD@bouldercolorado.gov

If to the LLC:

Thirtieth and Pearl, LLC
ATTN: Joseph C. French
3825 Iris Avenue, Suite 250-C
Boulder, Colorado 80301
Telephone: 303-449-3891
email: jcfrench@fsmlaw.com

If to the Company:

Pollard Friendly Motor Co.
ATTN: Douglas Pollard
5075 E. Pearl Parkway
Boulder, Colorado 80301
Telephone: 303-44-8187
email: dougpollard@hotmail.com

With Copy to:

Lyons Gaddis
ATTN: Cameron A. Grant
515 Kimbark Street, Suite 200
Longmont, Colorado 80501
Telephone: (303) 776-9900
email: cgrant@lyonsgaddis.com

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THIRTIETH AND PEARL, LLC,
a Colorado limited liability company

By: James M Pollard
Name: James M Pollard Jr
Title: Trustee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

POLLARD FRIENDLY MOTOR CO.,
a Colorado corporation

By: _____
Name: _____
Title: _____

CITY OF BOULDER,
a Colorado municipal corporation

By: _____
Jane S. Brautigam, City Manager

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THIRTIETH AND PEARL, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

POLLARD FRIENDLY MOTOR CO.,
a Colorado corporation

By: _____
Name: Douglas B Pollard
Title: President

CITY OF BOULDER,
a Colorado municipal corporation

By: _____
Jane S. Brautigam, City Manager

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THIRTIETH AND PEARL, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

POLLARD FRIENDLY MOTOR CO.,
a Colorado corporation

By: _____
Name: _____
Title: _____

CITY OF BOULDER,
a Colorado municipal corporation

By: Deputy City Manager
Jane S. Brautigam, City Manager

ATTEST:

City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT A Legal Description for Pollard Lease Area

[ATTACHED]

OCTOBER 4, 2004

A DESCRIPTION OF THE WESTERLY PORTION OF THE POLLARD MOTOR COMPANY PROPERTY AT THE NORTHEAST CORNER OF PEARL STREET AND 30TH STREET, FOR THE CITY OF BOULDER.

LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 3 AND 4, COMM 30, A SUBDIVISION RECORDED DECEMBER 27, 1974, IN PLAN FILE P-5 F-1 #17 AND #17A OF THE RECORDS OF BOULDER COUNTY, COLORADO, AND A TRACT OF LAND LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 29, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29, FROM WHICH THE CENTER OF SAID SECTION 29 BEARS S00°14'20"E, THENCE N89°40'15"E, 663.15 FEET ALONG THE NORTH LINE OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29; THENCE S00°12'00"E, 121.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE N79°49'40"W, 131.13 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE S89°45'40"W, 140.20 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

THENCE S00°59'00"E, 213.11 FEET;

THENCE N89°45'40"E, 63.99 FEET;

THENCE S00°59'00"E, 343.09 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET IN THE CITY OF BOULDER;

THENCE S74°49'00"W, 46.16 ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PEARL STREET;

THENCE S77°01'09"W, 195.16 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET;

THENCE S74°49'00"W, 117.85 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHWESTERLY, 69.39 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 56°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS N77°11'00"W, 66.67 FEET;

THENCE NORTHWESTERLY, 2.33 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO 3000 PEARL PARTNERSHIP AS DESCRIBED IN WARRANTY DEED RECORDED ON FILM 1075 AS RECEPTION NO. 351290 OF THE RECORDS OF BOULDER COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE 3°42'30" AND BEING SUBTENDED BY A CHORD THAT BEARS N35°56'46"W, 2.33 FEET;

THENCE N00°14'20"W, 20.34 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1075 AS RECEPTION NO. 351290 TO THE NORTHWESTERLY CORNER THEREOF;

THENCE N01°29'13"W, 102.93 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 30TH STREET IN THE CITY OF BOULDER TO THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE N02°11'10"W, 206.81 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER THEREOF;

THENCE N75°11'50"E, 0.46 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE N02°11'10"W, 20.00 FEET ALONG THE WEST LINE OF SAID LOT 3;

THENCE N00°14'20"W, 274.50 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF;

THENCE N89°45'40"E, 353.40 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

AREA = 239,456 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL, BARRELL & CO.
4840 PEARL EAST CIRCLE, SUITE 114
BOULDER, CO 80301-2475
(303) 442-4338

EXHIBIT B Demolition Agreement

[ATTACHED]

AGREEMENT FOR DEMOLITION SERVICES

THIS AGREEMENT ("Agreement") is made this ___ day of August, 2017, by and between **Thirtieth and Pearl, LLC, 5075 E. Pearl Parkway, Boulder, CO 80301**, hereinafter referred to as "**TAP**," and **Fiore & Sons, Inc., 730 W. 62nd Ave. Denver, CO 80216**, hereinafter referred to as "Contractor."

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, Owner and Contractor agree as follows:

1. Contractor's Agreement and Scope of Work. The Contractor shall furnish all labor, equipment, accessories and material as required for the performance of the Work, and shall perform all work necessary to complete the improvements in a good, substantial, and workmanlike manner, ready for use, and in strict accordance with the Contract Documents. The Scope of Work, certain Drawings and Contract Documents are described on **Exhibit A** attached hereto and incorporated herein by reference

2. Contract Documents. T A P has caused to be prepared the Contract Documents, as prepared by **Fiore & Sons Inc.,** for the work therein described for the project commonly known as demolition of two former auto dealership buildings located at 2300 30th Street (aka "south building") & 2360 30th Street (aka "north building").

3. Payment Procedures. In consideration of the faithful performance of the Work by the Contractor for approved quantities at the contract unit prices, or lump sums as described on **Exhibit A**, TAP shall pay the Contractor the Contract Price to be determined based on percentage complete as confirmed by TAP, and other work performed and priced according to the Pricing Schedule in Exhibit A, at monthly intervals for work complete at the end of each month. Interim payments shall be made in full (no retainage) within 30 days of receipt of pay application. Any payment still due after said due date shall be subject to late fees equal to 18% per annum.

Upon receipt of partial payment, Contactor will issue a partial lien waiver to TAP & City of Boulder; upon receipt of final payment, Contractor will issue a full lien waiver to TAP & City of Boulder.

4. Final Payment of Contract Price. At the completion of the Work as defined by TAP, and its acceptance by TAP, TAP shall make final payment, in accordance with the Contract Documents.

5. Commencement of Work. The Contractor shall commence the Work to be performed under this Agreement on the date specified in a Notice to Proceed given by the TAP to the Contractor. The Contractor shall begin work (the "Commencement Date"), within five (5) days after the delivery of the Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work in a satisfactory and acceptable manner to TAP in 40 Calendar Days, unless otherwise extended in writing.

6. Delay in Completion. TAP and Contractor recognize that time is of the essence of this Agreement and that TAP will suffer financial loss if Project is not substantially completed within the time specified in Section 5, above, plus any extensions thereof allowed. They also recognize the Contractor is working at the speed as allowed by the nature of the project, which may be affected by weather conditions such as temperature, wind, etc.; testing; and numerous other conditions that may be out of the control of the Contractor or TAP. Contractor will make every effort to pursue the work in an uninterrupted manner, as conditions allow, expediting a timely conclusion of the Work.

7. Storm Water Compliance. Unless otherwise exempt by State law, Contractor shall comply with TAP's Storm Water Management Program ("SWMP"), applicable storm water permit

("Permit"), and Storm Water Compliance Guidelines ("Guidelines"). Contractor shall implement the best Management Practices ("BMPs"), set forth in the SWMP, for any Work that it performs on the Project.

A copy of the SWMP, Guidelines and Permit are available at the Fiore's office. Contractor represents and warrants that TAP does not need to implement a Storm Water Management Program in order for Contractor to lawfully perform the Work.

8. Contractor Representations. In order to induce TAP to enter into this Agreement, Contractor makes the following representations:

8.1 Contractor is familiar with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of Project.

8.2 Contractor has carefully studied the Site, available subsurface investigations, and environmental studies to define the latent physical conditions of the construction Site affecting cost, progress, or performance of Project.

8.3 Contractor has studied examinations, investigations, and tests and studies of such reports and related data as Contractor deems necessary for the performance of Project at the Contract Price, and in accordance with the other terms and conditions of the Contract Documents as they may apply to this project.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given TAP written notice of all known or suspected conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

8.6 Contractor certifies that no more than five (5%) of the work has been subcontracted to others.

9. TAP's Representative

9.1 TAP's Representative shall be designated by the TAP and may be changed from time to time by providing notice to the Contractor in accordance with Section 14 hereto.

9.2 TAP's Representative is TAP's agent and shall act as directed by and under the supervision of TAP. TAP's Representative shall confer with TAP regarding his actions. T A P 's Representative's dealings in manners pertaining to on-site work will in general be only with the Contractor. T A P 's Representative's dealings with Subcontractors will only be through the Contractor or its superintendent.

9.3 Except for Change Orders in an amount not to exceed **$25,000 and changes in the number of Calendar Days which shall not exceed seven (7)** TAP's Representative shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment, modifications or Change Orders.

10. Taxes.

10.1 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by it.

11. Indemnification. The Contractor, to the fullest extent permitted by Colorado law, agrees to protect, defend, indemnify and hold harmless TAP, and all of their consultants, officers, directors, shareholders, members, managers, employees, subcontractors, and agents (collectively, the "Indemnitees") from and against any and all damages, claims, demands, losses, costs and expenses (including, without limitation, reasonable attorney's fees, court costs and other expenses of litigation), and liabilities of any kind or nature whatsoever suffered or incurred by or threatened or asserted against the Indemnitees (each, an "Indemnifiable Claim"), but only to the extent or percentage in which Contractor is found to be negligent or at fault in the Indemnifiable Claim.

Nothing contained in this **Section 11** shall be construed to provide for any indemnification of the Indemnitees (a) to the extent or percentage thereof that the Indemnifiable Claim results from or arises out of any negligent act or omission or the violation of any law by the Indemnitees; or (b) which would violate applicable law. The provisions of this **Section11** shall survive the expiration or termination of this Agreement.

Contractor agrees that the policy limits of the coverage which the Contractor is required to maintain pursuant to the Contract Documents, including property damage insurance and excess coverage, shall not act as limitations on the Contractor's obligations to indemnify TAP, TAP's Representative, and each of their consultants, including their directors, officers, agents, and employees.

The Contractor will indemnify and save the Indemnitees harmless from all claims arising out of the lawful payment demands of their Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work, except in the event any Subcontractor is hired separately by TAP or other party. The Contractor shall, at the TAP's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so TAP may, after having notified the Contractor, either pay unpaid compensation and/or retain a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged. In paying any unpaid bills of the Contractor, any payment amount so made by TAP shall be considered as a payment made under the Contract Documents by TAP to the Contractor and TAP shall not be liable to the Contractor for any such payments made in good faith.

11.6 Notices. All notice required or permitted to be given pursuant to the Contract Documents shall be in writing and shall be deemed given, sent, delivered and received upon the earlier of: (i) when personally or actually delivered; or (ii) three (3) business days after having been deposited in a U.S. Postal Service depository and sent by registered or certified mail, return receipt requested, with all required postage prepaid; or (iii) properly addressed email, but only when acknowledged in an email response by the recipient; or (iv) one (1) business day after being deposited with a reputable commercial overnight courier and sent by overnight delivery with all required charges prepaid; and addressed to:

If to TAP: Thirtieth and Pearl, LLC
5075 E. Pearl Parkway

Boulder, CO 80301
Attn: Doug Pollard
If to the Contractor:

Attn: David Fiore
Fiore & Sons, Inc.
730 W. 62nd Ave.
Denver, CO 80216

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section.

12. Defined Terms. Terms used in this Agreement which are not defined herein, shall have the most common meaning as determined by construction reference materials.

13. Incorporation of Documents/Severability. Any reference herein to the "Contract Documents" shall include all documents as listed in **Exhibit A** and are hereby made a part of this Agreement as fully as if set out at length herein. If any term, section or other provision of the Contract Documents shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provisions shall not affect any of the remaining provisions of the Contract Documents, and to this end, each term, section and provision of the Contract Documents shall be severable. If there are any inconsistencies between the Contact Documents and this Agreement, the terms of this Agreement shall control.

14. Bond/Insurance/Lien Waiver/Requirements. Contractor shall provide insurance as required in the Contract Documents, approved by TAP, or as described in **Exhibit B** attached to this Agreement. Contractor shall provide executed Partial Lien Waivers and Releases and Full Lien Waivers and Releases, as applicable, in forms reasonably acceptable to TAP at that time each payment is made by TAP to the Contractor.

15. Third Party Beneficiary. The Parties acknowledge that the City of Boulder, as the owner of the Property, is a third party beneficiary of this Agreement and this Agreement may not be modified without the express written consent of the City of Boulder. Any and all notices or invoices provided to TAP shall be simultaneously furnished to the City of Boulder, ATTN Julia Chase, City Attorney's Office, 1777 Broadway, Boulder, CO 80302 (chasej@bouldercolorado.gov). Further, any obligation of Contractor to indemnify TAP under this Agreement shall also extend to the indemnification of the City of Boulder.

16. Waiver. No waiver by either party of any right, term or condition of the Contract Documents shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of the Contract Documents.

17. Remedies Not Exclusive. None of the remedies provided to either party under the Contract Documents shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable in accordance with Section 22 below. The Contract Documents shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

18. Entire Agreement. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties concerning the subject matter herein, and all prior

negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into, and superseded by, the Contract Documents. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument. Facsimile transmission of signatures shall be accepted as originals.

19. Contract. In the event any provision of this Agreement conflicts with any provision of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting provisions.

20. Days. Unless otherwise expressly provided, any reference herein to "days" shall mean Calendar Days. All times stated in the Contract Documents are of the essence.

21. Information. Contractor authorizes TAP to provide to any person any pertinent information, personal or otherwise, regarding the Contractor's performance with respect to the Contract Documents and releases all parties from liability for any damage that may result from TAP's furnishing such information to others.

22. Arbitration. Unless otherwise mutually agreed in writing by TAP and the Contractor, all claims, disputes and controversies arising out of or relating to this Agreement or the breach thereof shall be resolved as follows:

If a controversy or claim arises out of or related to this Agreement, and the parties cannot resolve the matter within sixty (60) days after TAP is first provided written notice of the claim or controversy by Contractor, the parties agree to try in good faith to settle the dispute by mediation through the Judicial Arbitor's Group ("JAG").

The parties shall jointly appoint a mutually acceptable mediator, but if they have not so appointed a mediator within ten (10) days after the written request for mediation is received by the recipient party, JAG shall, upon written request of either party, appoint the mediator. The parties shall share equally in the costs of JAG's and the mediator's fees and expenses.

In the event the dispute is not resolved by such mediation within thirty (30) days after the date the written request for mediation is received by the recipient party, the dispute shall be decided by arbitration through JAG. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statutes of limitation. Any arbitration arising out of or relating to this Agreement, the Project, the Work, the Contract Documents, or the breach thereof may include by consolidation, joinder or in any other manner, at TAP's option, any other entities or persons whom TAP believes to be substantially involved in a common question of fact or law. Any award rendered by the arbitrator(s) may be appealed by either party.

All mediation and arbitration proceedings shall be held in Jefferson or Denver County or such other place as TAP may designate. All mediation and arbitration proceedings shall be conducted in accordance with the applicable rules of the American Arbitration Association, subject to the modifications set forth herein.

The Contractor shall continue to perform the Work and adhere to the Contractor's construction schedule during all disputes or disagreements with TAP. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and TAP may otherwise agree in writing.

23. Illegal Aliens. Pursuant to the requirements of Section 8-17.5–102(1), C.R.S., the

Contractor hereby certifies to TAP that the Contractor does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Contractor who are newly hired to perform work under the Agreement.

23.1 In accordance with Section 8-17.5-102(2)(a), C.R.S., the Contractor shall not:

23.1.1 Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

23.1.2 Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

23.2 The Contractor represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

23.3 The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

23.4 If the Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

23.4.1 Notify the subcontractor and TAP within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

23.4.2 Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

23.5 The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking, pursuant to the law.

23.6 If the Contractor violates any provision of this section, the Owner may terminate the Agreement immediately and the Contractor shall be liable to the Owner for actual and consequential damages of the Owner resulting from such termination, and the Owner shall report such violation by the Contractor to the Colorado Secretary of State, as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TAP:

THIRTIETH AND PEARL, LLC

By: James M Pollard Jr
Its: Trustee

CONTRACTOR:

FIORE & SONS, INC.

By: _____
Its: _____

Exhibit A

Project Description **Demolition of two existing former auto sales/service buildings owned by City of Boulder, Colorado**

General Description and Scope of Work: **See attached proposal dated 6/9/17. Additionally, Contractor agrees to coordinate & work with TAP's environmental consultant, Freedom Environmental (Rick Luce) to effect a Post-Demolition inspection, and if additional cleanup efforts are required, to work with Freedom & TAP to provide those corrective measures, which may be at additional cost, if required measures are beyond the original Scope of Work.**

Contract Amount **See attached proposal dated 6/9/17**

Contract Unit Prices **See attached proposal dated 6/9/17**

Documents: **Revised Asbestos-containing Materials Survey Report**
Roof Survey
Prepared by: Freedom Environmental Consultants, Inc.
Dated: June 6, 2017

Drawings: **N/A**

Fiore & SONS, INC.

Earthwork
Demolition
Site Utilities
Structural Excavation
Overlot & Finish Grading
Environmental Construction Services

Demolition Proposal

To:	Thirtieth and Pearl, LLC	Phone:	(303) 447-8187	Job Name:	Building Demolition (2 buildings)
	c/o Doug Pollard	EXT.	-221	Location:	Former Pollard Motors/Pollard Jeep facilities
	5075 E. Pearl Parkway	FAX:		Address:	NE corner of 30th & Pearl Street
	Boulder, CO 80301	Mobile:			Boulder, CO
ATTN	Doug Pollard	dougpollard@hotmail.com		Date:	June 9, 2012

WE PROPOSE to furnish material, labor (Merit shop), tools, equipment, permits, taxes, insurance, and services required to complete the following Scope of Work for the sum of:

ONE HUNDRED TWO THOUSAND NINE HUNDRED EIGHTY FIVE & NO/100 . . . . . Dollars $ 102,985.00

Demolition of two existing dealership buildings, including:

- **Mobilization, including temp. site fencing, permit fees (State/Boulder) & equipment mobilization $ 5,485.00**
- **Demolition of two existing buildings, including foundations/concrete slabs on grade. $ 90,000.00**
- **Removal of asph. (to 5' outside building limits) surrounding building footprints - 6,260 s.f.; grade bldg. footprints $ 7,500.00**

Alternate Pricing

1 **ADD - excav./rmvl. - TWO oil/water separators, incl'g pumping, piping into bldg., & bkfl. w/ clean on-site soil $ 4,120.00**
2 **ADD - excavation/removal of EIGHT hydraulic hoist rams/piping; bkfl. w/ clean on-site soil. $ 6,974.00**
3 **ADD - excav./transport/dispose - petrol. impacted soils; backfill w/ clean on-site soil - $32.00/Cu. Yd.**

Demolish the existing building structures per the following Scope of Work:

- Owners consultant will sign off the Demolition Permit required by Colo. State Dept. of Health & Environmental Services which we will submit; proposal includes cost of this permit and the Demolition permit from Boulder Building Department.
- Fiore & Sons, Inc. will request public utility locates; private locates (for services inside property line) are not included
- Provide temp. sanitary facilities for work force; terminate water service @ valve or back side of meters; san. sewers to be cut w/in 10' of bldg.s
- Proposal includes one mobilization/demob. of demo equipment; includes metered city water for dust control.
- Prior to demolition, furnish/install approx. 900 LF of temp. chain link fence around perimeter of buildings to be demolished.
- Demolish structures to grade; haul all demolition rubble to landfill for disposal (Foothills Landfill)
- Remove concrete, foundations (to depth of 3' below grade), & slabs on grade; transport conc. rubble to recycling facility or inert landfill..
- Remove misc., including misc. site fence, hydraulic hoists (see Alternate Price above), oil-water separators (see Alternate price above) and trash inside building.
- After demolition activies are complete, site will be rough graded and edges of holes or depressions will be sloped; proposal does not include furnishing or placement of imported fill materials, or site restoration (paving of building footprints to be by others).

Proposal is subject to the following:

- Proposal does not include SWPP or BMP's; dewatering of site is not included; surveying/layout is not included; testing services are not included
- Property owner will provide termination of electric and gas services; Owner will assist in termination of water/sewer services (pay all fees).
- Proposal does not include removal of hazardous materials, including but not limited to, asbestos, CFC's, mercury switches, fluorescent light tubes, light ballasts, emergency lights, exit signs, or any other materials which may be deemed hazardous or special waste; Owner will also have all drums, containers, tanks which may, or may not, contain known or unknown liquids or solid materials removed from the site before demolition commences, and will facilitate disposal of all such materials (with exception of two oil-water separators & 8 hyd. auto hoists).
- Shoring/bracing of structures, excavations, trenches, utility poles, fences, or any other appurtenances is not included.
- Proposal does not include removal, repair, relocation or replacement of existing/new utilites, both underground or above grade.
- Proposal includes installation of temporary fencing around the buildings during demolition operations to allow continued use of portions of lot.
- Proposal assumes any non-metal roofing materials can be disposed of as demolition rubble.
- Proposal pricing is based on Fiore standard insurance coverage; Performance Bond cost is not included in proposal
- Price does not include environmental, engineering, testing or any other professional services
- Proposal does not include costs for traffic controls, flagging, or other signage during demolition
- Fiore & Sons, Inc. will retain rights to all salvagable materials remaining on the site at the start of demolition operations.
- Fiore & Sons, Inc. will not be liable for existing surfacing to remain (asphalt or concrete) that is subject to damage by demolition equipment.
- Buried debris removal or any other unforseen conditions are not included in pricing.
- Overexcavation/removal of water saturated materials due to weather, etc. is not included in price.
- **Proposal does not include any other work not included in the above Scope of Work.**

If you have any questions regarding this information please contact me at 303-429-8893, cell ph. 303-241-1807 or email - abarker@fioreandsons.com. Thank you for the opportunity to quote this work.

For: Fiore and Sons, Inc.

By: 

Allan L. Barker

Title: Sr. Project Manager/Estimator - Demolition & Environmental Services

EXHIBIT C Cleanup Agreement

[ATTACHED]

FREEDOM ENVIRONMENTAL CONSULTANTS, INC.

12808 West 56th Place
Arvada, CO 80002-1330
Telephone: (303) 940-1410
Facsimile: (303) 940-1420

August 21, 2017

Thirtieth and Pearl, LLC
c/o Mr. Doug Pollard
VIA ELECTRONIC MAIL ONLY

Subject: Proposal for Site Clean Up Activities
Former Pollard Jeep of Boulder, 2360 30th Street, Boulder, CO
Freedom Proposal No.: 17-081

Dear Mr. Pollard:

Freedom Environmental Consultants (FREEDOM) has prepared this proposal to formalize our prior discussions regarding the environmental clean up at the former Pollard Jeep of Boulder property on behalf of Thirtieth and Pearl, LLC (CLIENT). In general, the work will include assessment and clean up of the following areas, as necessary:

- Removal and off-site disposal of petroleum-impacted soils related to the former sand trap and/or underground storage tank (UST) from the area beneath the south end of the south building.
- Removal and off-site disposal of the sand trap south of the south building, and removal and off-site disposal of any associated petroleum-impacted soils related to the sand trap.
- Removal and off-site disposal of the sand trap north of the north building, and removal and off-site disposal of any associated petroleum-impacted soils related to the sand trap.
- Assessment of the former sub-grade hydraulic lifts in the north and south buildings. Then complete removal and off-site disposal, as necessary, of associated impacted soils.

FREEDOM understands that the contract between Pollard and the City of Boulder calls for delivery of the site remediated to a "Cleaned Determination Standard." As previously discussed, that phrase itself does not have a commonly-understood meaning in the consulting and regulatory communities, and no one has been able to describe what that means within a practical or regulatory framework. In the absence of a clear definition of that phrase, FREEDOM will assume for the purposes of this proposal that the clean up will be completed at the point when soils have been removed to the point where:

- Regulated petroleum hydrocarbons or hazardous substances are present in the in-place soils at concentrations below the State's regulatory limits and/or guidelines such that the regulatory agency typically would issue a No Further Action letter or equivalent for residential or unrestricted use.

Scope of Work: In general, the tasks necessary to complete the work include:

Assessment and Remediation of the Former Hydraulic Lift Areas

1. FREEDOM will mobilize to the site at a time in the demolition process when the building walls and roofs have been removed, but the concrete slabs remain. Off-set measurements will be completed to enable field personnel to re-locate the lifts once the concrete slabs have been removed.

2. Upon completion of the demolition by Fiore & Sons and release of the site to Pollard for the purposes of commencement of the clean up activities, FREEDOM will oversee the excavation of the former in-ground lift areas to identify the presence of petroleum (hydraulic oil) impacts, if any. If petroleum contamination is discovered, impacted soils will be removed as deemed appropriate by FREEDOM field personnel based upon olfactory, visual and field screening results. The excavated soils will be stockpiled pending off-site disposal. In-place soils will be sampled, and the soil samples will be submitted for laboratory analysis of total petroleum hydrocarbons (TPH), the volatile constituents of petroleum fuels (BTEX including benzene, toluene, ethyl benzene, and total xylenes) and polychlorinated biphenyls (PCBs).

   In the event that analytical results for the in-place soils demonstrate that impacted soils have not been adequately removed, additional material will be removed and stockpiled, and newly-exposed in-place soils again will be analyzed.

Sand Trap and Soil Removal

3. Sand trap structures will be exhumed and removed for off-site disposal.

4. FREEDOM will evaluate the presence of petroleum-contaminated soils in the areas of the sand traps. If impacted soils are present, they will be removed as deemed appropriate by FREEDOM field personnel based upon olfactory, visual and field screening results. Excavated materials will be stockpiled for off-site disposal. Following removal, in-place soils will be collected and submitted for laboratory analysis of TPH and BTEX.

5. FREEDOM field personnel will direct the removal of petroleum-contaminated soils, as appropriate, from the area beneath the south end of south building. This area was not accessible at the time of closure of the original sand trap and of the former used oil UST. Following removal of impacted soils, in-place soil samples will be collected and submitted for laboratory analysis of TPH and BTEX.

   In the event that analytical results for the in-place soils demonstrate that impacted soils have not been adequately removed, additional material will be removed and stockpiled, and newly-exposed in-place soils again will be analyzed.

Site Restoration

6. Stockpiled soils will be sampled for characterization, and profiles will be submitted for approval by the landfill. Tentatively, FREEDOM has identified Republic Waste's Foothills Landfill (Highway 93) to receive the wastes. Once the profiles are approved, the landfill will forward waste manifests to FREEDOM. The manifests will require signature by the Client or their representative. The contractor then will load and transport the waste soils to the landfill for disposal.

For the purposes of the cost estimate, FREEDOM has assumed that approximately 775 cubic yards (cy) of soil will be removed for off-site disposal. This quantity originally was developed in 2004 for the City of Boulder, and since that time, no conditions are known to have changed that would alter that estimate. In that estimate, FREEDOM assumed that the south area removal would be approximately 500 cy and the north area removal would be about 275 cy. FREEDOM notes that there was no removal quantity estimated associated with the in-ground lifts, but (1) there has been no information developed that suggests any releases actually occurred in the lift areas and (2) FREEDOM considers the previously-generated removal quantities to be somewhat conservative and may reasonably allow for some removal quantity for the in-ground lift areas.

7. Suitable fill soil will be imported to the site, as necessary, to restore the site to its original grade.

Project Closeout

8. FREEDOM will provide a final written report documenting the activities completed for this project including figures showing the areas of soil removal, laboratory analyses of the soil samples collected for laboratory analysis and waste manifests documenting the quantity of material removed from the site for off-site disposal.

9. FREEDOM will execute a certificate to be provided to the City of Boulder confirming that the Property has been cleaned to the Clean Determination Standard as defined on Page 1 of this proposal.

10. FREEDOM and TAP acknowledge that the City of Boulder is a third party beneficiary of this Agreement and this Agreement may not be modified without the express written consent of the City of Boulder. Any and all notices or invoices provided to Owner shall be simultaneously furnished to the City of Boulder, ATTN Julia Chase, City Attorney's Office, 1777 Broadway, Boulder, CO 80302, chasej@bouldercolorado.gov.

11. For the purposes of the indemnification provisions contained in the attached Terms and Conditions, the term "Client" shall also include the City of Boulder.

Fee: We propose to complete the scope of work listed on a time and expenses basis in accordance with our Professional Fee Schedule (attached). FREEDOM also notes that cost estimates were developed using unit costs provided by Left Hand Excavating. We estimate that

the cost to complete the work outlined above will be about $85,000. We will not exceed this estimate without your prior authorization. The following is a breakdown of the estimate.

Contractor Estimate	
Excavation and trucking	$23,800
Landfill profiles and disposal	$13,700
Backfill and placement	$34,300
Soil Removal Estimate	**$71,800**
Oversight Estimate	
Field Labor, Equipment and Travel	$ 5,500
Laboratory analytical services	$ 5,300
Final Report Preparation & Project Management	$ 2,400
Additional Assessment Estimate	**$13,200**
Total Estimate, this Proposal	**$85,000**

There is no contingency included in this cost estimate. FREEDOM notes that in 2004, a contingency of $25,000 was added to the estimate, and the cost review conducted in January 2017 did not increase the contingency amount.

Assumptions: FREEDOM has made the following assumptions relative to this proposal and cost estimate:

- Left Hand Excavating is the contractor.
- Waste soil will be disposed at Republic Waste's Foothills (Highway 93) facility.
- No wastes generated will be hazardous.
- Buildings and foundations will have been removed at the commencement of the project.
- Quantity estimates from 2004 have not changed.
- Field oversight estimate is based on about 5 days of field work.

Schedule: These services can commence upon your written authorization to proceed. We will coordinate with the City of Boulder and Fiore & Sons so that we can notify Left Hand Excavating about the approximate schedule date when we/they will have access to the site. We anticipate that the field activities will take about one week to complete although we expect that may occur over a period of about three weeks. Backfilling will begin following receipt of the final laboratory analytical results that demonstrate adequate removal. The final report will be prepared within two

weeks of completion of the final waste removal and backfill placement activities at the site. Overall, we anticipate delivery of the final report about six weeks after commencement of the project.

Authorization to Proceed and Reliance: The services listed in this proposal will be performed under the attached Terms and Conditions. Please sign below as your acceptance of this proposal's terms and your authorization to proceed as described above.

This proposal will remain valid for 60 days. If you have any questions or require any additional information regarding our proposal, please do not hesitate to contact me at (303) 940-1410.

Respectfully submitted,
FREEDOM ENVIRONMENTAL CONSULTANTS, INC.

Richard M. Luce
President & Principal Geologist

RML
Enclosures

AUTHORIZATION TO PROCEED (as described above)

By: James M Pollard Jr

Name: James M Pollard Jr

Title: Trustee

Company (if applicable): 30th & Pearl LLC

Date: _____

(please fax this page back to 303-940-1420 upon signing)

FREEDOM ENVIRONMENTAL CONSULTANTS

Professional Fee Schedule

Labor

Labor Category	Hourly Rate	Labor Category	Hourly Rate
Principal	$ 125	Senior Field Technician	$ 70
Senior Engr./Sci./Geol.	$ 85	Technician	$ 68
Project Engr./Sci./Geol.	$ 75	CADD/Drafting	$ 65
Staff Engr./Sci./Geol.	$ 65	Clerical	$ 60
Field Supervisor	$ 65		

Equipment

Rental Item	Unit Price	Disposables	Unit Price
Photo-ionization Detector	$ 110	Bailers, each	$ 10
Combustible Gas Indicator	$ 110		
		Level D Personal	
Water Level Indicator	$ 25	Protective Equipment, day	$ 25
Water Quality Parameter Kit	$ 25		
Interface Probe	$ 65	Supplies Charge, day	$ 25
Elevation Survey Equip.	$ 75		
Hand Auger	$ 75		
Vapor Survey Equip.	225		
Other Equipment	By Quote		

Travel and Subsistence

Automobile:	$0.60 per mile, portal to portal
Truck:	$0.80 per mile, portal to portal
Airline Fare:	Actual + 15%
Per Diem:	$50 per day plus lodging
Lodging	Actual + 15%

Subcontractors and Other Items

Subcontractors	Actual + 10%
Other items	Actual + 15%

January 2017

TERMS AND CONDITIONS

1. Scope of Work; Acceptance of Terms; Assignments. Freedom Environmental Consultants, Inc. ("FEC") shall perform services set forth in FEC Proposal No. 17-081 dated 8/21/17, (the Proposal) incorporated herein by reference (collectively, the "Services). For purposes herein, the term "Site" shall mean the property where Services are to be performed, as specified in the Proposal. Any and all proposals (and costs thereunder) shall be valid for 60 days. *Initiation of the Services shall constitute agreement and acceptance of the terms hereunder.* Neither these Terms & Conditions nor any interest, claim or obligation hereunder shall be assigned or transferred by CLIENT to any party or parties without the prior written consent of FEC. Nothing herein shall prevent FEC from employing independent contractors or subcontractors to assist in performing Services.

2. Payment Terms. In consideration for the performance of the Services, FEC shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be made within thirty (30) days after receipt of FEC's invoice. If CLIENT objects to any portion of an invoice, it shall notify FEC in writing within ten (10) days from the date of actual receipt of the invoice and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of 1.5% per month but not exceeding the maximum rate allowed by law. CLIENT agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by FEC should collection proceedings be necessary to collect on CLIENT's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT understands that cost estimates and schedules are based upon FEC's best judgment of Site conditions and other requirements at the time of Proposal and should be used by CLIENT for planning purposes only. FEC will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded.

Unless otherwise specified in the Proposal, Client will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import, sales, use, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event FEC is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT will pay FEC for time and expenses in accordance with FEC's then current fee schedule.

3. FEC Representations. The Services will be performed in accordance with standards customarily provided by a firm rendering the same or similar services in the area during the same time period. FEC makes no other warranties, express or implied, as to the Services performed hereunder. During the Services, FEC will take reasonable precautions to prevent injury or loss to persons or property at the Site and minimize damage to the Site (interior or exterior); however, FEC represents that invasive services, including, but not limited to, sampling or drilling, may damage or alter the Site (interior or exterior); Site restoration is an out-of-scope service unless otherwise agreed in writing. It is understood and agreed that FEC will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health & safety precautions or plans for any third parties, including subcontractors or other parties present at the Site. Findings and recommendations resulting from the Services are based upon information derived from FEC's most recent on-site activities and other services performed hereunder; such information is subject to change over time. Certain indicators of hazardous substances, petroleum products or other constituents may have been latent, inaccessible, unobservable or not present during the Services, and FEC cannot represent that the Site contains no hazardous substances, toxic materials, petroleum products, constituents or other latent conditions beyond those identified from and during the Services. Environmental conditions at the Site (interior or exterior) may vary from those encountered at sample locations. FEC's findings and recommendations are based solely upon data available to FEC at the time of Services.

4. CLIENT Representations. CLIENT understands the nature of the Services and shall ensure that FEC has safe and reasonable Site access. CLIENT shall furnish or cause to be furnished to FEC an accurate Site map and all information known or available to CLIENT, including, but not limited to, past and current Site operations, subterranean structures, utilities, and the Site's environmental condition (i.e. identity and location of hazardous, petroleum or toxic materials on or near the Site). FEC may rely upon, but shall not be responsible for the accuracy of, any data provided by CLIENT or CLIENT's agent. CLIENT shall immediately transmit new or revised information as it becomes available. CLIENT will secure approvals, permits and consents necessary to commence and complete the Services.

5. Relationship of Parties. FEC, its employees, agents, affiliates or subcontractors shall act solely as an independent contractor in performing the Services. FEC shall have no right or authority to act for CLIENT and will not enter into any agreement in the name of or on behalf of CLIENT unless otherwise agreed in writing. Nothing herein shall be construed to give any rights or benefits to any party other than CLIENT and FEC.

6. Confidentiality; Work Product. Data developed by FEC during the Services and information provided and identified by CLIENT as "Confidential" will not be disclosed to a third party without prior consent of CLIENT except as required by rule or regulation, court order, governmental directive, or professional/ethical standard. The parties agree that all required spill or release notifications shall be the responsibility of CLIENT. FEC's reports, notes, lab data, logs, and other instruments of service prepared by FEC ("Work Product") shall remain the property of FEC; however, CLIENT may request a copy for its exclusive use. CLIENT understands and agrees that any release of Work Product to third parties is at CLIENT's sole risk, and CLIENT agrees to indemnify, defend and hold harmless FEC from any and all claims or damages associated with CLIENT's unauthorized release of Work Product to third parties. Proprietary concepts, systems and ideas developed during the Services shall remain the sole property of FEC. The confidentiality obligations in this paragraph shall survive until the foregoing data becomes available to the general public or is received by CONSULTANT from others who lawfully possess such data. CLIENT agrees that FEC may use the CLIENT's name and general summary of the Services in marketing.

7. Delays; Changed Conditions. In the event Services cannot be performed on or before the projected due date because of circumstances beyond the control of FEC, including, but not limited to, strike, fire, riot, excessive precipitation, act of God, unforeseen subsurface or soil conditions, access limitations (exterior or interior), health/safety risks, government action, third party action or CLIENT act or omission, the Services shall be amended in writing by CLIENT and FEC. In the event Site conditions change materially from those observed or described to FEC at the time of Proposal, the parties may execute a written change order evidencing equitable adjustments to the Proposal and Project Cost. CLIENT understands that said changed

conditions or delay may postpone or suspend the Services and result in losses or expenses for which FEC is not liable. In the event a timely and equitable change order cannot be negotiated by the parties, FEC, at its discretion, may terminate its Proposal, the Services and agreement with CLIENT and be compensated as per Section 8.

8. Termination. CLIENT or FEC may terminate a Proposal, the Services or this Agreement upon seven (7) days written notice should the other party fail substantially to perform in accordance with these Terms & Conditions through no fault of the terminating party. Further, FEC may terminate Services as described in Section 7 hereunder. CLIENT shall compensate FEC for the Services performed up to the date of receipt of termination notice plus any and all reasonable costs incurred in terminating the Services in accordance with FEC's current fee schedule.

9. Subterranean Structures or Utilities. In performing the Services, FEC will take reasonable precautions to avoid damage or injury to subterranean structures, utilities or other nonvisible obstructions. CLIENT agrees to indemnify, defend and hold harmless FEC for any claims, payments or other liability, including reasonable attorneys fees, for any damages to subterranean structures, utilities or other nonvisible obstructions which are not (i) accurately and clearly identified by CLIENT or others, (ii) accurately and clearly depicted on plans; or (iii) called to the attention of FEC prior to performing the Services.

10. Wastes; Samples. This paragraph applies when the Services performed involve wastes or samples. Unless otherwise specified in the Proposal, proper disposition of any contaminated materials generated during the Services (including, but not limited to, waste materials, samples, produced soils or fluids, cuttings, or protective gear or equipment) is out-of-scope and shall require a written amendment by the parties specifying CLIENT's choice of transporter and waste facility. In no event shall FEC be required to sign or certify a manifest or similar document relating to the transport or disposition of hazardous materials or hazardous waste. It is understood and agreed that FEC, in performing the Services, does not act as a generator, transporter, arranger, or disposer of hazardous materials hazardous substances or hazardous wastes as defined under any law or regulation. CLIENT and FEC understand and agree that title to all foregoing samples and waste materials remains with CLIENT. Equipment that cannot be decontaminated from hazardous constituents shall become the property and responsibility of CLIENT, and CLIENT shall reimburse FEC for its fair market value unless otherwise agreed in writing. FEC will request laboratories to retain samples for thirty (30) days following the Services; an extension of this holding time may be made at CLIENT's expense upon written request by CLIENT.

11. Insurance. FEC maintains the following insurance coverages: Commercial General Liability Insurance ($1,000,000 per occurrence for Bodily Injury & Property Damage); Comprehensive Automobile Bodily Injury and Property Damage Liability Insurance ($1,000,000 per occurrence for owned, nonowned and hired vehicles), Statutory Workers Compensation Insurance (as prescribed by applicable law); and Errors and Omissions Insurance, ($1,000,000 aggregate). FEC will provide Certificates of Insurance upon request.

12. Indemnity; Liability Limit; Applicable Law.

A. FEC SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES, TO THE EXTENT THE SAME ARISE FROM (I) A BREACH BY FEC OF THESE TERMS & CONDITIONS; (II) VIOLATION OF LAW BY FEC IN PERFORMING THE SERVICES OR (III) NEGLIGENT ERRORS OR OMISSIONS OF FEC IN PERFORMING THE SERVICES. FEC'S AGGREGATE LIABILITY UNDER THIS INDEMNITY SHALL IN NO EVENT EXCEED CLIENT'S ACTUAL RECOVERY UNDER THE TYPES AND LIMITS OF INSURANCE SPECIFIED IN SECTION 11, IMMEDIATELY ABOVE. CLIENT AGREES TO RELEASE, DEFEND AND INDEMNIFY FEC FROM AND AGAINST ALL FURTHER LIABILITY UNDER THE ABOVE INDEMNITY. FEC AND CLIENT AGREE THEY SHALL NOT BE LIABLE TO EACH OTHER FOR PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES.

B. CLIENT SHALL INDEMNIFY, DEFEND, AND HOLD FEC HARMLESS FROM AND AGAINST ANY AND ALL LAWSUITS, CLAIMS, LIABILITIES, ACTIONS, CAUSES OF ACTION, DEMANDS, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THAT SUCH CLAIM, PROPERTY DAMAGE, INJURY OR DEATH RESULTED FROM (I) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR CLIENT'S AGENTS; (II) VIOLATION OF LAW OR REGULATION BY CLIENT OR CLIENT'S AGENTS; (III) CLIENT OR FEC'S ALLEGED INVOLVEMENT AT THE SITE AS AN OWNER, OPERATOR, ARRANGER, GENERATOR OR TRANSPORTER OF HAZARDOUS SUBSTANCES OR WASTES; OR (IV) INACCURATE INFORMATION PROVIDED BY CLIENT TO FEC. CLIENT UNDERSTANDS THE NATURE OF INVASIVE SERVICES MAY INVOLVE DRILLING THROUGH VARIED SOIL AND WATER SUBSTRATA WHICH MAY RESULT IN INADVERTANT AND UNAVOIDABLE CROSS-MINGLING OF SAID STRATA AND CONSTITUENTS THEREIN; CLIENT AGREES TO HOLD FEC HARMLESS SHOULD THIS OCCUR THROUGH NO NEGLIGENCE OF FEC. CLIENT AND FEC AGREE THEY SHALL NOT BE LIABLE TO EACH OTHER FOR PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES.

C. LIABILITY LIMIT. WITH RESPECT TO THE SERVICES PERFORMED BY FEC, ITS EMPLOYEES, AGENTS, AFFILIATES AND SUBCONTRACTORS, CLIENT UNDERSTANDS AND AGREES THAT DAMAGE, COSTS, EXPENSES, OR OTHER LIABILITY, DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, PROFESSIONAL ACTS, ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, AND VIOLATION OF LAW, SHALL BE LIMITED TO $100,000 OR THE PROJECT COST, WHICHEVER IS GREATER.

D. THE SERVICES, PROPOSAL AND THESE TERMS & CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO COLORADO LAW. Venue for any legal action hereunder shall be in county where Services are performed.

13. Non-Waiver; Invalidity. In the event that a provision herein shall for any reason be held invalid, illegal or unenforceable in any respect, such finding shall not affect the enforceability of any other provisions herein. Failure or delay in exercising any right, power or remedy herein shall not impair any right, power or remedy which any party hereto may have, nor shall any such failure or delay be construed to be a waiver of any such right, power or remedy or an acquiescence in any breach or default hereunder absent an express, written waiver or acquiescence, nor shall any waiver of any breach or default be deemed a waiver of any default or breach subsequently occurring under these Terms & Conditions. These Terms & Conditions and Proposals may be executed via fax or by transmitting originals; any number of executed counterparts will constitute one and the same instrument.

14. Amendments. These Terms & Conditions herein may be amended only by an agreement signed by both FEC and CLIENT.

15. Precedence. These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice to proceed, oral communications or other agreement regarding the Services. These Terms & Conditions replace and supersede all prior discussions and agreements between and among CLIENT and FEC with respect to the matters contained herein.

WHEN RECORDED, RETURN TO:
LYONS GADDIS KAHN HALL JEFFERS DWORAK & GRANT, P.C.
POST OFFICE BOX 978
LONGMONT, COLORADO 80501
ATTN: CAMERON A. GRANT

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of **Thirtieth and Pearl, LLC, a Colorado limited liability company**, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is: **Thirtieth and Pearl, LLC**

The Entity is a: **a Colorado limited liability company**

The mailing address of the Entity is: 3825 Iris Avenue
Suite 250C
Boulder, CO 80301

The name or position of the persons authorized to execute instruments conveying, encumbering, or otherwise affecting real property on behalf of the Entity is:

James M. Pollard, Jr. Manager

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: NONE

(if no limitations, insert "NONE")

Other matters concerning the manner in which the Entity deals with any interest in real property are: N/A

(if no other matters, leave this section blank or insert "N/A")

Executed this 30th day of August, 2017.

Thirtieth and Pearl, LLC, a Colorado limited liability company

By: James M. Pollard Jr
James M. Pollard, Jr., Manager

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 30th day of August, 2017, by James M. Pollard, Jr., Manager of Thirtieth and Pearl, LLC, a Colorado limited liability company.
Witness my hand and official seal.

MAUREEN C SIMPSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874186795
MY COMMISSION EXPIRES 07/02/2021

Maureen C Simpson
Notary Public

Client#: 33426 FIOSONPC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Holmes Murphy -Colorado 7600 East Orchard Rd, Ste 330 South Greenwood Village, CO 80111	PHONE (A/C, No, Ext): 515 223-6800	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Compa	16535
INSURER B : Travelers Property Casualty Co.	25674
INSURER C : Hanover Insurance Company	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fiore & Sons, Inc.
730 West 62nd Avenue
Denver, CO 80216

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO388898508	05/01/2017	05/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		BAP388898408	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			ZUP51M5859117NF	05/01/2017	05/01/2018	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC388899007	05/01/2017	05/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Lease/Rent Equip Installation Fltr Temp Loc/Transit			RH4992867906	05/01/2017	05/01/2018	$1,000,000/$5,000 ded $1,000,000 $250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Pollard Demolition
Project Number: 1708043

As required by written contract or written agreement, the City of Boulder, Thirtieth & Pearl, LLC, its officials, and its employees are included as Additional Insured's with respects to the General Liability (See Attached Descriptions)

CERTIFICATE HOLDER

Thirtieth & Pearl LLC
5075 E. Pearl Parkway
Boulder, CO 80301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Craig Merten

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DESCRIPTIONS (Continued from Page 1)

and Auto Liability policies on a primary and non-contributory basis along with Completed & Ongoing Operations under the General Liability policy.

As required by written contract or written agreement, a Waiver of Subrogation in favor of the City of Boulder, Thirtieth & Pearl, LLC, its officials, and its employees applies to Worker's Compensation and General Liability with respect to the above referenced.

POLICY NUMBER: BAP 3888984-08

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Fiore & Sons, Inc.

Endorsement Effective Date: 5/1/2017

SCHEDULE

Name Of Person(s) Or Organization(s):
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3888985-08	5/1/2017	5/1/2018	5/1/2017			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Fiore & Sons, Inc.
Address (including ZIP Code):
730 West 62nd Avenue
Denver, CO 80216

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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Insured Copy

C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions:**

   Primary and Noncontributory Insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions:**

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO3888985-08	5/1/2017	5/1/2018	5/1/2017		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY A WRITTEN CONTRACT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/1/2017 Policy No. WC 3888990-07 Endorsement No.

Insured Fiore & Sons, Inc. Premium $

Insurance Company Countersigned By _____

WC 00 03 13
(Ed. 4-84)

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FREEENV-01 MSWAIM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Forsberg Engerman Co 3575 S Sherman St Englewood, CO 80113	CONTACT NAME: PHONE (A/C, No, Ext): (303) 762-1717 FAX (A/C, No): (303) 762-1733 E-MAIL ADDRESS:
INSURED Freedom Environmental Consultants, Inc. 12808 West 56th Place Arvada, CO 80002-1330	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Admiral Insurance Company INSURER B : Pinnacol Assurance — 41190 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 3,000,000
	CLAIMS-MADE X OCCUR	X	X	FEIECC1321004	02/27/2017	02/27/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Pollution						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		4171771	03/01/2016	03/01/2017	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professiona Liab			FEIECC1321004	02/27/2017	02/27/2018	Per Occurence	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Boulder and its officials and employees are named as additional insureds as their interest may appear with respect to general liability coverage. A waiver of subrogation is added in favor of the additional insureds with respect to general liability coverage.

CERTIFICATE HOLDER

City of Boulder
1777 Broadway
Boulder, CO 80306

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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FREEDOM ENVIRONMENTAL CONSULTANTS, INC.

4540 Pleasant Valley Cir
Elizabeth, CO 80107
Telephone: (303) 940-1410
Facsimile: (303) 940-1420

January 4, 2019

Mr. Fonda Apostolopoulos
CDPHE
HMWMD
4300 Cherry Creek Drive South
Denver, CO 80222

Subject: Certification Statement for NAD Application
Former Pollard Jeep of Boulder
2360 30th St, Boulder, CO

Dear Mr. Apostolopoulos:

Freedom Environmental Consultants (FREEDOM) has completed a substantial soil removal action, post-removal soil sampling and groundwater investigation following Phase I and II Environmental Site Assessments (ESAs). Based on the results of those investigations and clean up action, I certify that this property is protective of human health and the environment for the intended use, which is mixed commercial and residential use.

If you have questions about anything associated with the application, please feel free to give me a call.

Sincerely,

FREEDOM ENVIRONMENTAL CONSULTANTS, INC.



Richard M. Luce, P.G.
Founder and Principal Geologist

Enclosures

February 2, 2019

Ms. Dani Vachon
Boulder Housing Partners
4800 Broadway Street
Boulder, Colorado 80304

RE: Limited Phase II Environmental Site Assessment
2360 Pearl Street, Boulder, Colorado
30 Pearl
Farmer Project No. 3011.43

Dear Ms. Vachon:

Farmer Environmental Group, LLC (Farmer) conducted a limited Phase II Environmental Site Assessment (ESA) at 2360 Pearl Street, Boulder, Colorado on January 14, and 30, 2019. This Phase II ESA was conducted in response to findings in a Phase I Environmental Site Assessment conducted by Farmer Environmental Group, LLC on December 19, 2018. The following data gaps were found:

- Sample the existing monitoring wells, then property abandon according to State regulations (must abandon within 2 years of installation or register with the State Engineer's Office).
- Conduct a Limited Phase II ESA to evaluate the areas around the north and south buildings where previous sample data is not conclusive or complete (SS-19 and SS-29), and area of staining.
- Obtain pre-placement environmental data/source data on the fill material and recycled asphalt.
- Update the VCUP NAD application with new data prior to submittal to CDPHE.
- Verify that regulatory standards being used are "residential" risk-based standards and not commercial or industrial.

The Phase II ESA is being conducted to evaluate whether environmental soil and groundwater hazards are present that may impact the construction.

Background and Previous Investigations

Environmental remediation in the 1990s consisted of soil removal related to closure of old USTs.

In 1993, two USTs associated with the South Building operations were removed. One gasoline UST was located about 200 feet east of the South Building on a parcel that is not the subject of this application. It is not discussed further herein. Additionally, a second UST, located south of the South Building, was removed along with approximately 226 cubic yards of petroleum-impacted soils. That removed soil was disposed off-site, and the LUST was approved for regulatory case closure.

In 1998, one waste oil UST associated with the North Building operations was removed. An unspecified quantity of soil was removed from that excavation and was remediated on the parcel east of the Site. The LUST was approved for regulatory case closure in 1999.

In 2001, a Phase I ESA was completed for the Pollard Friendly Motors property. The purpose of the assessment was to support a property transfer from the owners of the Pollard Friendly Motors property to the City of Boulder for future redevelopment. The assessment identified several areas of potential environmental concern including the former North and South Building sand traps, the former UST closure south of the South Building, and the former petroleum bulk storage plant that was located on the southern portion of the property.

In 2004, a Phase II ESA was conducted to investigate the areas of concern identified in 2001 Phase I ESA. The results for any soils or groundwater samples were either non-detect or below any regulatory limits or guidelines.

In early 2017, an updated Phase I ESA was completed. That updated Phase I ESA found no significant changes for the areas of concern identified in the 2001 and 2004 reports. Areas of concern were related to the North and South Building sand traps because of their continued operations for the intervening 13 years, the area of the former UST that was previously closed south of the South Building, and the areas of the former in-ground hydraulic lifts in both Site buildings.

In the fall of 2017, the two former commercial buildings were removed following asbestos abatement. Beginning in November 2017, (1) the North and South Building sand traps were removed and the surrounding soils were assessed, (2) the in-ground hydraulic lifts were removed and the surrounding soils were assessed, (3) two east-west trenches were excavated in the area of the south wall of the South Building to evaluate the presence of any remnant impacts related to the 1993 closure of a UST, and (4) petroleum-impacted soils were assessed in the area of the South Building's former wash bay area. The assessments were conducted by backhoe potholing to identify areas of petroleum-impacted soils. Following the initial assessment, soil removal activities were completed in May 2018. A total of about 2,184 cubic yards of soil was removed from the Site for off-site disposal. Following the removal, clean fill was imported, placed and covered with recycled asphalt.

In May/June 2018, a groundwater investigation was completed of the areas downgradient from the north and south sand traps and the North and South Building hydraulic lift areas. Samples were collected for analysis of VOCs, SVOCs, PCBs, and dissolved 8 RCRA metals. No sample results exceeded any regulatory limits. The monitoring wells from this investigation are still present and intact.

In December 2018 a Phase I ESA was completed and one 55-gallon drum (presumed soil cuttings) was observed along the northwest fence line of the Subject Site. Stained soil/asphalt/recycled asphalt was observed to the east of the north building footprint and within the south building footprint.

The location of the Subject Site is shown on Figure 1.

Purpose and Limitations

The Phase II ESA was conducted in accordance with ASTM E 1903'97 "Standard Guidance for Environmental Site Assessment: Phase II Environmental Site Assessment Process," which defines the generally accepted industry practices and procedures currently applicable at the time and place of this study.

This Limited Phase II ESA was prepared for the exclusive use of Boulder Housing Partners. Reuse of this report by others without the written permission of Farmer shall be at the user's sole risk. Farmer is not responsible for any effect upon the legal rights, obligations, or liabilities of any third party, or for any effect upon the financeability, marketability, or value of the Subject Site or adjacent properties. No parties other than the Client are authorized to review or use this report, unless they agree to waive any possible claims against Farmer arising from such use.

This report is to be used in its entirety, including all sections and attachments. To excerpt information from this report could result in improper interpretation of the report contents.

For the purpose of preparing this report, Farmer relied upon documents described in this report and further relied upon the accuracy and correctness of those representations and warranties as to facts set forth in the documents.

This assessment was conducted in accordance with generally accepted industry practices and procedures for the scope of work authorized and applicable at the time and place of this study. The scope of work was authorized by Boulder Housing Parters. The opinions expressed herein regarding the findings of Farmer's Limited Phase II ESA as subject to the qualifications stated in this report. Given the limited scope of work, budget, and schedule, there is no assurance that methods employed will disclose all actual or potential adverse environmental conditions at the Subject Site. Farmer's observations are limited to the locations and times at which samples were obtained. Conditions at other locations or time might be different from those identified in this report.

Subject Site Location

The Subject Site is located at 2360 Pearl Street, Boulder, Colorado. The Subject Site is currently vacant lot, and a former automotive sales and service.

Phase II Activities

The purpose of this project was to investigate the subsurface soils and groundwater at the Subject Site. The field activity of this Limited Phase II ESA was conducted on January 14 and 30, 2019.

The Limited Phase II ESA consisted of obtaining soil samples from six soil borings in the areas of incomplete data or observed surface staining. The soil boring locations were identified based on the location of historical sources of contaminants at the Subject Site. The soil borings were located in the in two areas of the former buildings and one area were surface staining was observed as indicated on Figure 2.

The soil borings were drilled to depths of 8 to 12 feet. A soil sample was obtained at the following depths.

Soil Boring	Sample	Depth
SB-1	1	0’ to 10’
SB-2	1	5’ to 12’
SB-3	1	5’ to 12’
SB-4	1	5’ to 10’
SB-5	1	4’ to 7.5’
SB-6	1	4’ to 7’

Black staining and mild odors were noted in some of the soil samples. No odor or staining was noted in others. The soil boreholes were abandoned with drill cuttings and bentonite chips. No elevated photoionization detector (PID) readings were found in any other soil borings.

The soil samples were analyzed by Pace Analtical of Mount Juliet, Tennessee for total petroleum hydorcarbons (TPH: gasoline, diesel, and heavy oils), volatile organic compounds (VOCs), and semi-volatile organic compounds (SVOCs). The soil samples were placed into appropriate containers supplied by the laboratory.

Groundwater samples were obtained from five existing groundwater wells located at the site and installed during previous investigations. The groundwater samples were analyzed by Pace Analytical of Mount Juliet, Tennessee for VOCs and SVOCs. The groundwater samples were placed into appropriate containers supplied by the laboratory.

Evaluation and Presentation of Results

Soils

Soils observed in the soil borings include clays and silts in the first five feet then sands and sandy gravels to bedrock at approximately 8 to 12 feet. Odors and staining was observed in select soil samples. Photoiozization results for these samples did not indicate elevated concentrations of volatile organics.

Soils observed in the soil borings include sands and silts. Groundwater was encountered at the depth of 8 to 12 feet, in the soil borings. One soil sample from each boring was analyzed for volatile organic compounds (SW 8260), semi-volatile organic compunds (SW 8270), and total petroleum hydrocarbons gasoline, and heavy oil (TPH-GRO, -DRO, and -O). Mild odors or staining was observed in the soil borings (SB-1, SB-3, and SB-4). No volatile organic compound (VOCs, 8260) were detected in the six soil borings. No semi-volatile organic compounds (SVOCs, 8270) were found in the six soil borings except for naphthalene (0.110 mg/kg) in FSB-3. This concentration is well below EPA or Colorado standards. No TPH-GRO was detected in the soil borings. No TPH-DRO was detected in five of the soil borings, it was detected at 314 mg/kg in FSB-3. TPH-O was detect in several borings ranging from ND to 1,070 mg/kg. Three of the six soil borings detected total TPH above the Colorado OPS limit of 500 mg/kg.

The TPH-O range of hyrdocarbons consist of fuel of No. 4, 5, and 6, lubribating oils, waste oils, and asphalts. They are characterized by complex polar PAHs and other high molecular weight hydrocarbons with carbon ranges of C24 to C40. Residential fuels lack a significant amount of VOCs and generally pose a minimal vapor intrusion risk.

Groundwater

Groundwater was encountered at the depths of approximately 8 feet, in the five existing monitoring wells (MW-1, MW-4R, MW-5, MW-6, and MW-7). No VOC (8260), or SVOC (8270) constituents were found in ground water samples above the detection limit in the five groundwater wells, except for a trace amount of methyl tert butyl ether (MTBE) (1.13 ug/l) in MW-6.

Table 2 shows the analyte detections as well as applicable regulatory limits. No Colorado water quality limits were exceeded in the groundwater samples.

The analytical data sheets are included in Attachment 2.

Table 1: Soil Analtical Data

Consituent	VOCs*	SVOCs*	EPA Risk Based**	TPH-GRO	TPH-DRO C10-C28	TPH-O C28-C40	Total TPH	OPS Action Level**
Location	**mg/kg**	**mg/kg**	**mg/kg**	**mg/kg**	**mg/kg**	**mg/kg**	**mg/kg**	**mg/kg**
SB-1	ND	ND		ND	ND	**1,070**	**1,070**	500
FSB-2	ND	ND Naphthalene - 0.110	23	ND	ND	48.1	48.1	500
FSB-3	ND	ND		ND	314	**623**	**937**	500
FSB-4	ND	ND		ND	ND	**847**	**847**	500
FSB-5	ND	ND		ND	ND	46.4	46.4	500
FSB-6	ND	ND		ND	ND	ND	ND	500

*Detection Limit varies, see laboratory sheets for specific detection limits

**EPA Risk Based Soil Standard, Residential

***Colorado Department of Oil and Public Safety, Underground Petroleum Storage Tank Guidance, RBSL, Tier I. To identify sites where priority PAHs may pose a risk to human health and the environment, a threshold value of 500 mg/kg for TPH in soil has been established by the OPS.

ND = Not Detected Above Limit

Table 2 – Water Analytical Data

Constituent	**VOCs***	**CO GW****	**SVOCs***
Location	**ug/l**	**ug/l**	**ug/l**
MW-1	Methyl Tert Butyl Ether – 1.13 All other consituents - ND	20	ND
MW-4R	ND		ND
MW-5	ND		ND
MW-6	ND		ND
MW-7	ND		ND

*Detection Limit varies, see laboratory sheets for specific detection limits
**Colorado Groundwater Water Quality Standards
ND = Not Detected Above Limit

Findings and Recommendations

The Limited Phase II ESA was conducted to evaluate the potential environmental impacts from historical onsite sources. Based on the findings of the Limited Phase II ESA conducted by Farmer and previous investigations, two areas were identified that contain TPH-O contamination above regulatory limits. The areas identified are shown on Figure 3.

The following findings and recommendations related to the scope of this Phase II ESA are addressed below.

- *Sample the existing monitoring wells, then property abandon according to State regulations (must abandon within 2 years of installation or register with the State Engineer's Office).* This existing groundwater wells were sampled, no groundwater issues were identified. Farmer recommends abandonment of the groundwater monitoring wells at the site by a licensed well driller.

- *Conduct a Limited Phase II ESA to evaluate the areas around the north and south buildings where previous sample data is not conclusive or complete (SS-19 and SS-29), and area of staining.* The areas of concern at the north and south buildings identified TPH-O above regulatory limits. The soils in this area should be excavated and disposed properly prior to new building construction (shown on Figure 3). This can be accomplished during excavation for building foundations and infrastructure. Farmer rcommends confirmation samples of the excavation walls to confirm the elevated TPH soils have been removed. The area of staining was confirmed to be surficial staining. No additional work is recommended for this area.

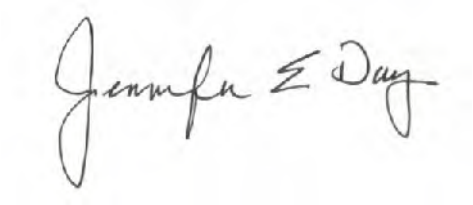
- *Obtain pre-placement environmental data/source data on the fill material and recycled asphalt.* Farmer obtained information regarding the fill source. The fill was obtained from overburden material at the Asphalt Specialites Inc, source site in Erie, Colorado. Due to the source location, the fill material is not considered an environmental concern to the Subject Site.

- *Update the VCUP NAD application with new data prior to submittal to CDPHE.* It is our understanding that the VCUP NAD application has already been submitted to CPHDE. The Phase II ESA information should be added to the information submitted in the application.

- *Verify that regulatory standards being used are "residential" risk-based standards and not commercial or industrial.* The previous investigation used residential standards for evaluations. Except for the areas of concern identified above. No other soil issues have been identified.

Farmer appreciates this opportunity to provide these services to Boulder Housing Partners. We have enjoyed working with you on this project and look forward to meeting your needs in the future. Should any questions arise concerning this report, please contact us at (303) 468-8763.

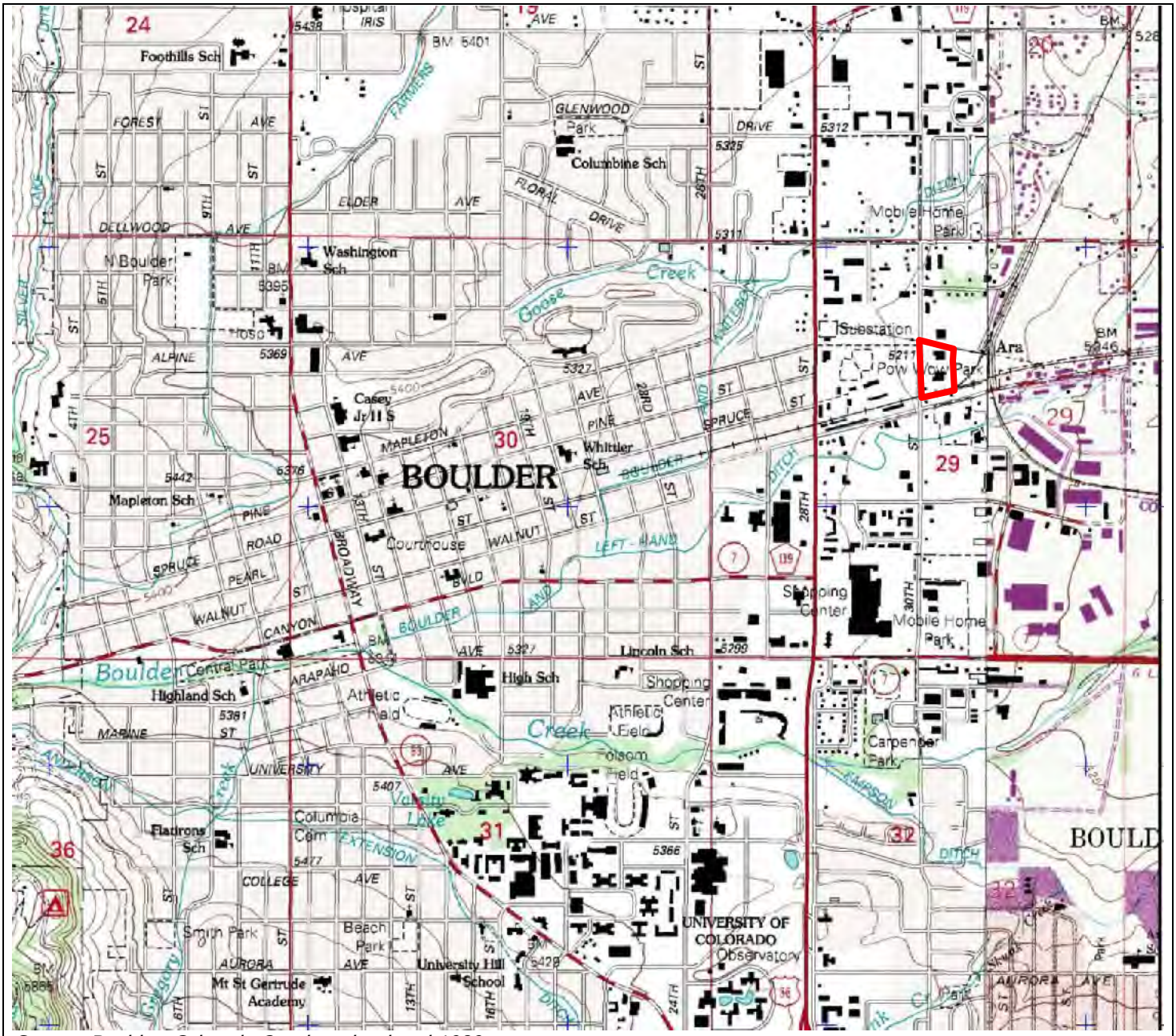
Sincerely,



Jennifer E. Day, P.E.
Environmental Engineer
Farmer Environmental Group, LLC

ATTACHMENT 1

FIGURES



Source: Boulder, Colorado Quadrangle, dated 1989.

LEGEND

N

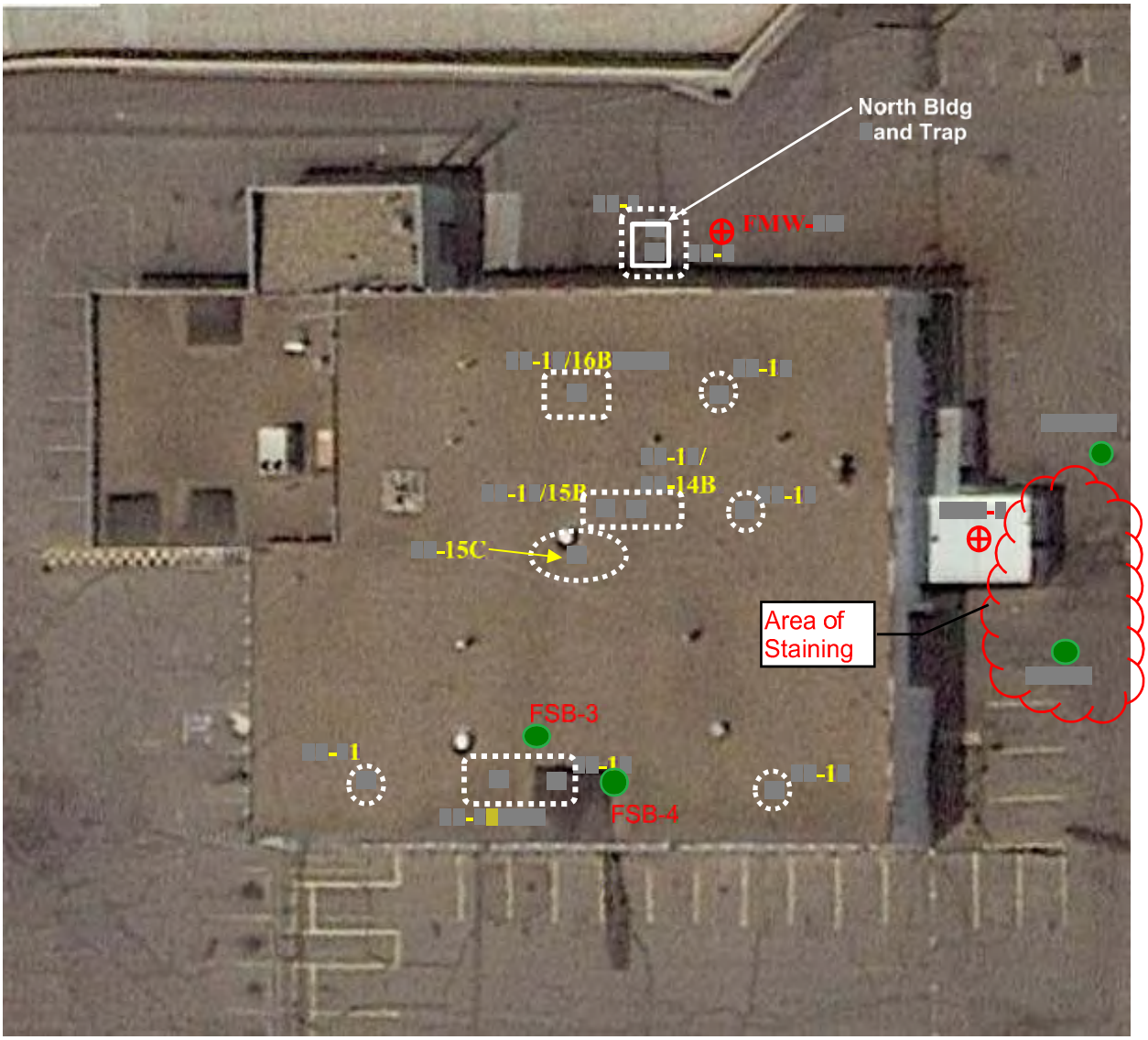
SITE LOCATION

TOPOGRAPHIC SITE MAP

2360 30th Street
Boulder, Boulder County, Colorado

FIGURE 1
Job No: 3011.43

FARMER ENVIRONMENTAL GROUP



Source: Google Earth, June 9, 2017

N

SCALE UNKNOWN

LEGEND

SS-12
x Sample Location

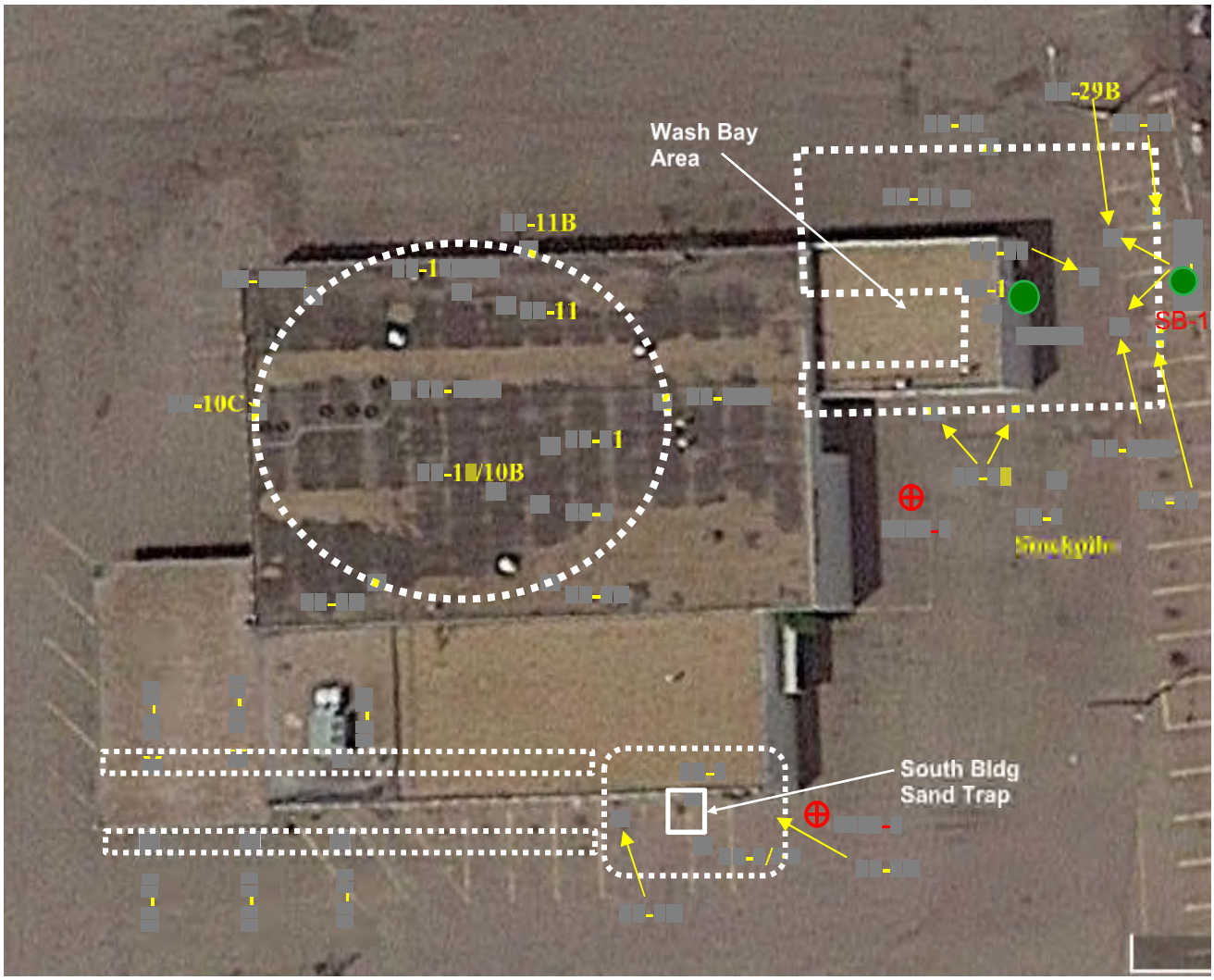
⊕ Groundwater Monitoring Well Location

Soil Sample (1/19)

Excavation Area

Figure 2
Soil Sample Locations Map
North Building Footprint
30 Pearl
2360 Pearl Street, Boulder, Colorado

Farmer Environmental Group, LLC



Source: Google Earth, June 9, 2017

N

SCALE UNKNOWN

LEGEND

SS-12
x Sample Location

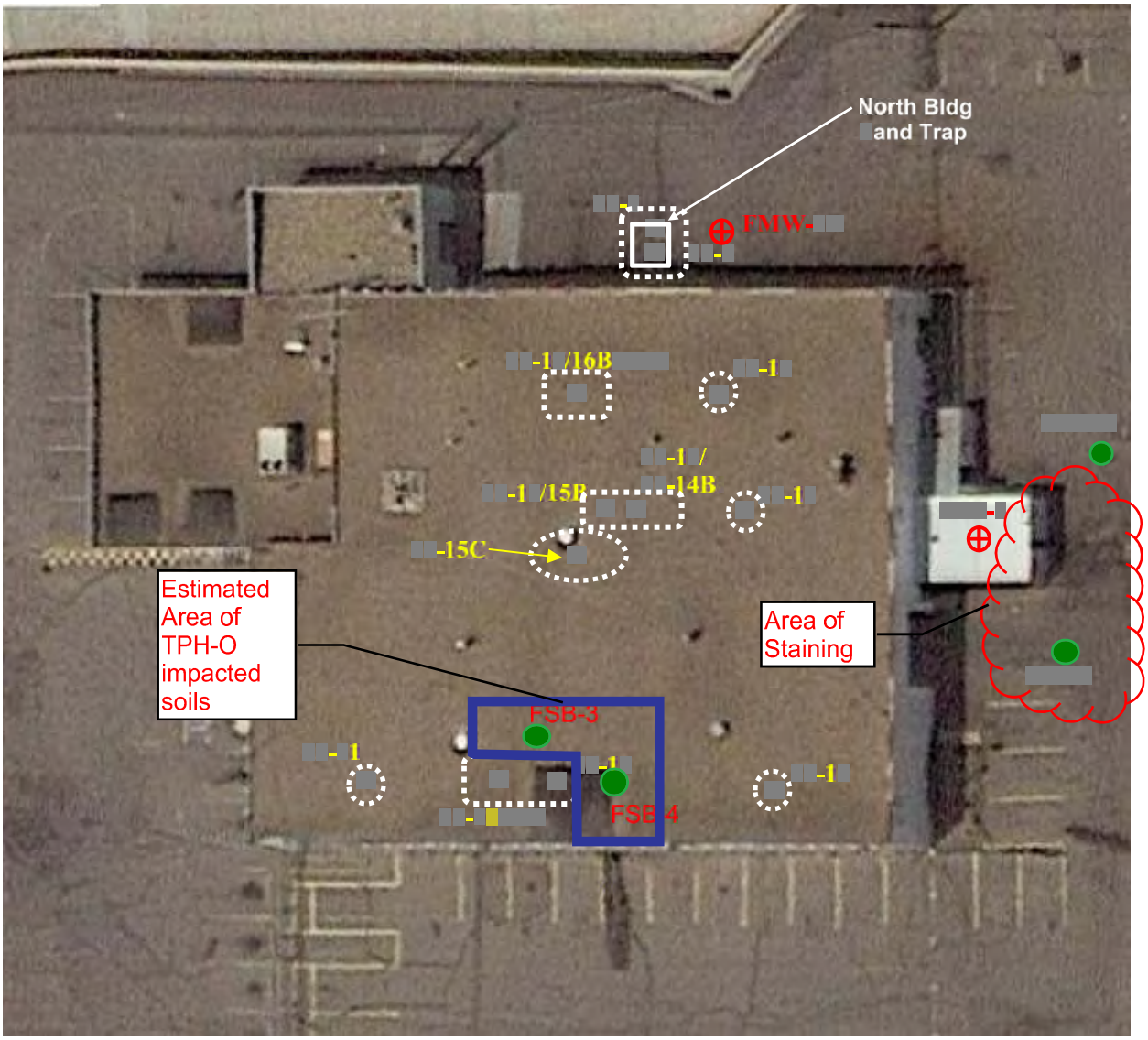
⊕ Groundwater Monitoring Well Location

Soil Sample (1/19)

Excavation Area

Figure 2
Soil Sample Locations Map
South Building Footprint
30 Pearl
2360 Pearl Street, Boulder, Colorado

Farmer Environmental Group, LLC



Source: Google Earth, June 9, 2017

N

SCALE UNKNOWN

LEGEND

SS-12
x Sample Location

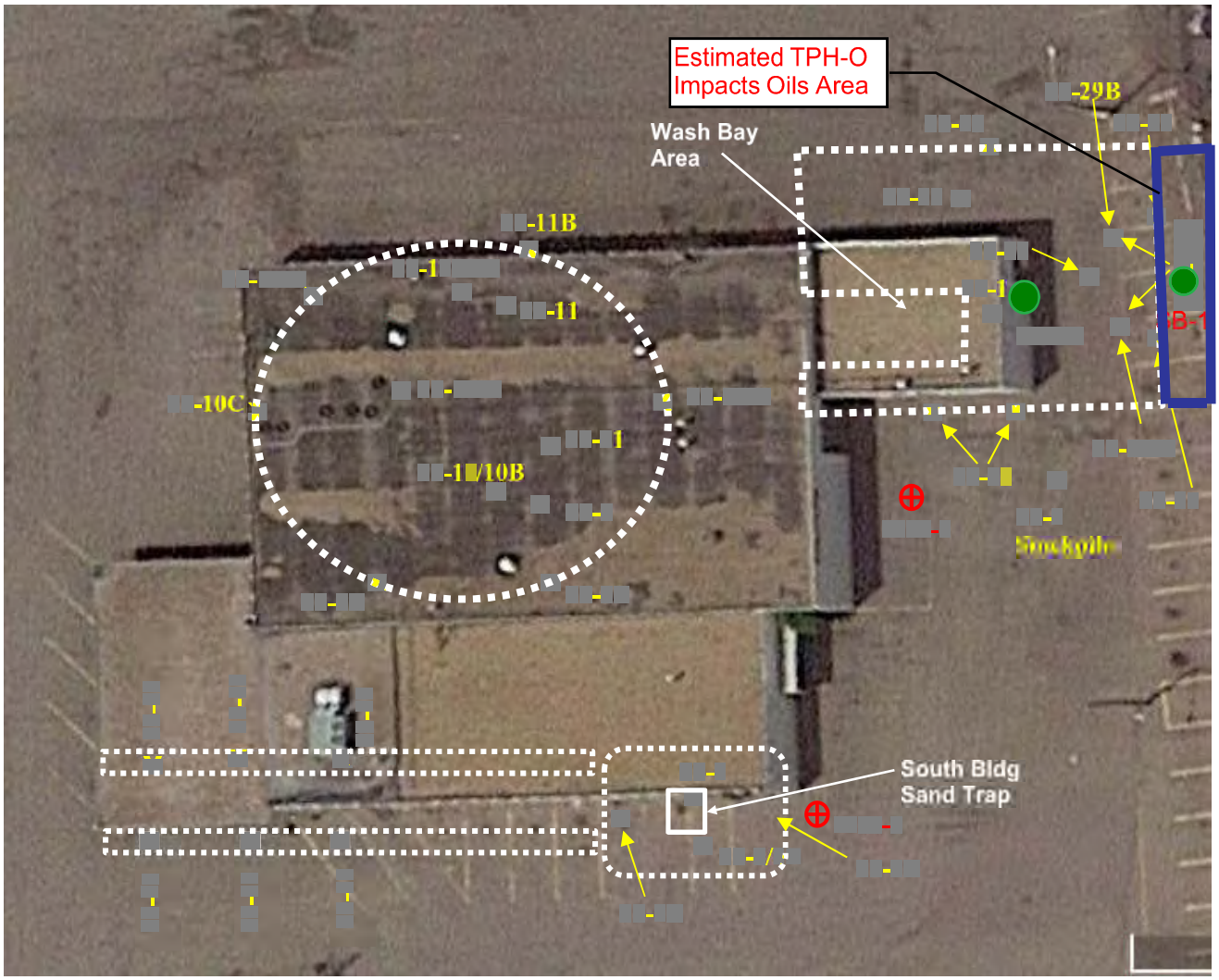
⊕ Groundwater Monitoring Well Location

Soil Sample (1/19)

Excavation Area

Figure 3
TPH-O Impact Soils Map
North Building Footprint
30 Pearl
2360 Pearl Street, Boulder, Colorado

Farmer Environmental Group, LLC



Source: Google Earth, June 9, 2017

N

SCALE UNKNOWN

LEGEND

SS-12
x Sample Location

⊕ Groundwater Monitoring Well Location

Soil Sample (1/19)

Excavation Area

Figure 3
TPH-O Impacted Soils Map
South Building Footprint
30 Pearl
2360 Pearl Street, Boulder, Colorado

Farmer Environmental Group, LLC

ATTACHMENT 2

ANALYTICAL RESULTS

Pace Analytical®
National Center for Testing & Innovation

ANALYTICAL REPORT

January 23, 2019

Farmer Environmental Group

Sample Delivery Group:	L1061167
Samples Received:	01/15/2019
Project Number:	3011.43
Description:	30 Pearl; Boulder CO

Report To:

Jennifer Day
8120 Sheridan Blvd.
Suite A306
Westminster, CO 80003

Entire Report Reviewed By:

Chris Ward
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace National is performed per guidance provided in laboratory standard operating procedures: 060302, 060303, and 060304.



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SB-1 L1061167-01 Solid

Collected by	Collected date/time	Received date/time
Jennifer Day	01/14/19 10:30	01/15/19 08:30

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Volatile Organic Compounds (GC) by Method 8015D/GRO	WG1224698	1	01/16/19 11:44	01/17/19 17:42	ACG
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1225921	1	01/16/19 11:44	01/20/19 09:49	DWR
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1225329	200	01/17/19 21:30	01/18/19 13:45	AAT
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1225001	50	01/20/19 13:35	01/22/19 19:36	LEA

MW4 L1061167-02 GW

Collected by	Collected date/time	Received date/time
Jennifer Day	01/14/19 11:36	01/15/19 08:30

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1223942	1	01/16/19 06:26	01/16/19 06:26	TJJ
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1224450	1	01/17/19 16:20	01/18/19 06:11	SNR

MW7 L1061167-03 GW

Collected by	Collected date/time	Received date/time
Jennifer Day	01/14/19 11:50	01/15/19 08:30

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1223942	1	01/16/19 06:47	01/16/19 06:47	TJJ
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1224450	1	01/17/19 16:20	01/18/19 06:35	SNR

MW6 L1061167-04 GW

Collected by	Collected date/time	Received date/time
Jennifer Day	01/14/19 12:10	01/15/19 08:30

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1223942	1	01/16/19 07:07	01/16/19 07:07	TJJ
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1225024	1	01/19/19 15:36	01/20/19 16:42	AO

MW5 L1061167-05 GW

Collected by	Collected date/time	Received date/time
Jennifer Day	01/14/19 12:25	01/15/19 08:30

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1223942	1	01/16/19 07:28	01/16/19 07:28	TJJ
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1225024	1	01/19/19 15:36	01/20/19 17:05	AO

MW1 L1061167-06 GW

Collected by	Collected date/time	Received date/time
Jennifer Day	01/14/19 12:38	01/15/19 08:30

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1223942	1	01/16/19 07:48	01/16/19 07:48	TJJ
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1225024	1	01/19/19 15:36	01/20/19 17:28	AO

All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.



Chris Ward
Project Manager

Volatile Organic Compounds (GC) by Method 8015D/GRO

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
TPH (GC/FID) Low Fraction	ND		0.100	1	01/17/2019 17:42	WG1224698
(S) a,a,a-Trifluorotoluene(FID)	*86.8*		*77.0-120*		*01/17/2019 17:42*	WG1224698

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Acetone	ND		0.0250	1	01/20/2019 09:49	WG1225921
Acrylonitrile	ND		0.0125	1	01/20/2019 09:49	WG1225921
Benzene	ND		0.00100	1	01/20/2019 09:49	WG1225921
Bromobenzene	ND		0.0125	1	01/20/2019 09:49	WG1225921
Bromodichloromethane	ND		0.00250	1	01/20/2019 09:49	WG1225921
Bromoform	ND		0.0250	1	01/20/2019 09:49	WG1225921
Bromomethane	ND		0.0125	1	01/20/2019 09:49	WG1225921
n-Butylbenzene	ND		0.0125	1	01/20/2019 09:49	WG1225921
sec-Butylbenzene	ND		0.0125	1	01/20/2019 09:49	WG1225921
tert-Butylbenzene	ND		0.00500	1	01/20/2019 09:49	WG1225921
Carbon tetrachloride	ND		0.00500	1	01/20/2019 09:49	WG1225921
Chlorobenzene	ND		0.00250	1	01/20/2019 09:49	WG1225921
Chlorodibromomethane	ND		0.00250	1	01/20/2019 09:49	WG1225921
Chloroethane	ND		0.00500	1	01/20/2019 09:49	WG1225921
Chloroform	ND		0.00250	1	01/20/2019 09:49	WG1225921
Chloromethane	ND		0.0125	1	01/20/2019 09:49	WG1225921
2-Chlorotoluene	ND		0.00250	1	01/20/2019 09:49	WG1225921
4-Chlorotoluene	ND		0.00500	1	01/20/2019 09:49	WG1225921
1,2-Dibromo-3-Chloropropane	ND	J4	0.0250	1	01/20/2019 09:49	WG1225921
1,2-Dibromoethane	ND		0.00250	1	01/20/2019 09:49	WG1225921
Dibromomethane	ND		0.00500	1	01/20/2019 09:49	WG1225921
1,2-Dichlorobenzene	ND		0.00500	1	01/20/2019 09:49	WG1225921
1,3-Dichlorobenzene	ND		0.00500	1	01/20/2019 09:49	WG1225921
1,4-Dichlorobenzene	ND		0.00500	1	01/20/2019 09:49	WG1225921
Dichlorodifluoromethane	ND		0.00250	1	01/20/2019 09:49	WG1225921
1,1-Dichloroethane	ND		0.00250	1	01/20/2019 09:49	WG1225921
1,2-Dichloroethane	ND		0.00250	1	01/20/2019 09:49	WG1225921
1,1-Dichloroethene	ND		0.00250	1	01/20/2019 09:49	WG1225921
cis-1,2-Dichloroethene	ND		0.00250	1	01/20/2019 09:49	WG1225921
trans-1,2-Dichloroethene	ND		0.00500	1	01/20/2019 09:49	WG1225921
1,2-Dichloropropane	ND		0.00500	1	01/20/2019 09:49	WG1225921
1,1-Dichloropropene	ND		0.00250	1	01/20/2019 09:49	WG1225921
1,3-Dichloropropane	ND		0.00500	1	01/20/2019 09:49	WG1225921
cis-1,3-Dichloropropene	ND		0.00250	1	01/20/2019 09:49	WG1225921
trans-1,3-Dichloropropene	ND		0.00500	1	01/20/2019 09:49	WG1225921
2,2-Dichloropropane	ND		0.00250	1	01/20/2019 09:49	WG1225921
Di-isopropyl ether	ND		0.00100	1	01/20/2019 09:49	WG1225921
Ethylbenzene	ND		0.00250	1	01/20/2019 09:49	WG1225921
Hexachloro-1,3-butadiene	ND		0.0250	1	01/20/2019 09:49	WG1225921
Isopropylbenzene	ND		0.00250	1	01/20/2019 09:49	WG1225921
p-Isopropyltoluene	ND		0.00500	1	01/20/2019 09:49	WG1225921
2-Butanone (MEK)	ND		0.0250	1	01/20/2019 09:49	WG1225921
Methylene Chloride	ND		0.0250	1	01/20/2019 09:49	WG1225921
4-Methyl-2-pentanone (MIBK)	ND		0.0250	1	01/20/2019 09:49	WG1225921
Methyl tert-butyl ether	ND		0.00100	1	01/20/2019 09:49	WG1225921
Naphthalene	ND		0.0125	1	01/20/2019 09:49	WG1225921
n-Propylbenzene	ND		0.00500	1	01/20/2019 09:49	WG1225921
Styrene	ND		0.0125	1	01/20/2019 09:49	WG1225921
1,1,1,2-Tetrachloroethane	ND		0.00250	1	01/20/2019 09:49	WG1225921

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
1,1,2,2-Tetrachloroethane	ND		0.00250	1	01/20/2019 09:49	WG1225921
1,1,2-Trichlorotrifluoroethane	ND		0.00250	1	01/20/2019 09:49	WG1225921
Tetrachloroethene	ND		0.00250	1	01/20/2019 09:49	WG1225921
Toluene	ND		0.00500	1	01/20/2019 09:49	WG1225921
1,2,3-Trichlorobenzene	ND		0.00250	1	01/20/2019 09:49	WG1225921
1,2,4-Trichlorobenzene	ND		0.0125	1	01/20/2019 09:49	WG1225921
1,1,1-Trichloroethane	ND		0.00250	1	01/20/2019 09:49	WG1225921
1,1,2-Trichloroethane	ND		0.00250	1	01/20/2019 09:49	WG1225921
Trichloroethene	ND		0.00100	1	01/20/2019 09:49	WG1225921
Trichlorofluoromethane	ND		0.00250	1	01/20/2019 09:49	WG1225921
1,2,3-Trichloropropane	ND		0.0125	1	01/20/2019 09:49	WG1225921
1,2,4-Trimethylbenzene	ND		0.00500	1	01/20/2019 09:49	WG1225921
1,2,3-Trimethylbenzene	ND	J4	0.00500	1	01/20/2019 09:49	WG1225921
1,3,5-Trimethylbenzene	ND		0.00500	1	01/20/2019 09:49	WG1225921
Vinyl chloride	ND		0.00250	1	01/20/2019 09:49	WG1225921
Xylenes, Total	ND		0.00650	1	01/20/2019 09:49	WG1225921
(S) Toluene-d8	*118*		*75.0-131*		*01/20/2019 09:49*	WG1225921
(S) Dibromofluoromethane	*87.7*		*65.0-129*		*01/20/2019 09:49*	WG1225921
(S) 4-Bromofluorobenzene	*93.6*		*67.0-138*		*01/20/2019 09:49*	WG1225921

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
C10-C28 Diesel Range	ND		800	200	01/18/2019 13:45	WG1225329
C28-C40 Oil Range	1070		800	200	01/18/2019 13:45	WG1225329
(S) o-Terphenyl	*102*	J7	*18.0-148*		*01/18/2019 13:45*	WG1225329

Sample Narrative:

L1061167-01 WG1225329: Cannot run at lower dilution due to viscosity of extract

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Acenaphthene	ND		1.67	50	01/22/2019 19:36	WG1225001
Acenaphthylene	ND		1.67	50	01/22/2019 19:36	WG1225001
Anthracene	ND		1.67	50	01/22/2019 19:36	WG1225001
Benzidine	ND	J4	16.7	50	01/22/2019 19:36	WG1225001
Benzo(a)anthracene	ND		1.67	50	01/22/2019 19:36	WG1225001
Benzo(b)fluoranthene	ND		1.67	50	01/22/2019 19:36	WG1225001
Benzo(k)fluoranthene	ND		1.67	50	01/22/2019 19:36	WG1225001
Benzo(g,h,i)perylene	ND		1.67	50	01/22/2019 19:36	WG1225001
Benzo(a)pyrene	ND		1.67	50	01/22/2019 19:36	WG1225001
Bis(2-chlorethoxy)methane	ND		16.7	50	01/22/2019 19:36	WG1225001
Bis(2-chloroethyl)ether	ND		16.7	50	01/22/2019 19:36	WG1225001
Bis(2-chloroisopropyl)ether	ND		16.7	50	01/22/2019 19:36	WG1225001
4-Bromophenyl-phenylether	ND		16.7	50	01/22/2019 19:36	WG1225001
2-Chloronaphthalene	ND		1.67	50	01/22/2019 19:36	WG1225001
4-Chlorophenyl-phenylether	ND		16.7	50	01/22/2019 19:36	WG1225001
Chrysene	ND		1.67	50	01/22/2019 19:36	WG1225001
Dibenz(a,h)anthracene	ND		1.67	50	01/22/2019 19:36	WG1225001
3,3-Dichlorobenzidine	ND		16.7	50	01/22/2019 19:36	WG1225001
2,4-Dinitrotoluene	ND		16.7	50	01/22/2019 19:36	WG1225001
2,6-Dinitrotoluene	ND		16.7	50	01/22/2019 19:36	WG1225001
Fluoranthene	ND		1.67	50	01/22/2019 19:36	WG1225001
Fluorene	ND		1.67	50	01/22/2019 19:36	WG1225001

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Hexachlorobenzene	ND		16.7	50	01/22/2019 19:36	WG1225001
Hexachloro-1,3-butadiene	ND		16.7	50	01/22/2019 19:36	WG1225001
Hexachlorocyclopentadiene	ND		16.7	50	01/22/2019 19:36	WG1225001
Hexachloroethane	ND		16.7	50	01/22/2019 19:36	WG1225001
Indeno(1,2,3-cd)pyrene	ND		1.67	50	01/22/2019 19:36	WG1225001
Isophorone	ND		16.7	50	01/22/2019 19:36	WG1225001
Naphthalene	ND		1.67	50	01/22/2019 19:36	WG1225001
Nitrobenzene	ND		16.7	50	01/22/2019 19:36	WG1225001
n-Nitrosodimethylamine	ND		16.7	50	01/22/2019 19:36	WG1225001
n-Nitrosodiphenylamine	ND		16.7	50	01/22/2019 19:36	WG1225001
n-Nitrosodi-n-propylamine	ND		16.7	50	01/22/2019 19:36	WG1225001
Phenanthrene	ND		1.67	50	01/22/2019 19:36	WG1225001
Benzylbutyl phthalate	ND		16.7	50	01/22/2019 19:36	WG1225001
Bis(2-ethylhexyl)phthalate	ND		16.7	50	01/22/2019 19:36	WG1225001
Di-n-butyl phthalate	ND		16.7	50	01/22/2019 19:36	WG1225001
Diethyl phthalate	ND		16.7	50	01/22/2019 19:36	WG1225001
Dimethyl phthalate	ND		16.7	50	01/22/2019 19:36	WG1225001
Di-n-octyl phthalate	ND		16.7	50	01/22/2019 19:36	WG1225001
Pyrene	ND		1.67	50	01/22/2019 19:36	WG1225001
1,2,4-Trichlorobenzene	ND		16.7	50	01/22/2019 19:36	WG1225001
4-Chloro-3-methylphenol	ND		16.7	50	01/22/2019 19:36	WG1225001
2-Chlorophenol	ND		16.7	50	01/22/2019 19:36	WG1225001
2,4-Dichlorophenol	ND		16.7	50	01/22/2019 19:36	WG1225001
2,4-Dimethylphenol	ND		16.7	50	01/22/2019 19:36	WG1225001
4,6-Dinitro-2-methylphenol	ND		16.7	50	01/22/2019 19:36	WG1225001
2,4-Dinitrophenol	ND		16.7	50	01/22/2019 19:36	WG1225001
2-Nitrophenol	ND		16.7	50	01/22/2019 19:36	WG1225001
4-Nitrophenol	ND		16.7	50	01/22/2019 19:36	WG1225001
Pentachlorophenol	ND		16.7	50	01/22/2019 19:36	WG1225001
Phenol	ND		16.7	50	01/22/2019 19:36	WG1225001
2,4,6-Trichlorophenol	ND		16.7	50	01/22/2019 19:36	WG1225001
(S) 2-Fluorophenol	*92.9*	J7	*12.0-120*		*01/22/2019 19:36*	WG1225001
(S) Phenol-d5	*71.9*	J7	*10.0-120*		*01/22/2019 19:36*	WG1225001
(S) Nitrobenzene-d5	*81.2*	J7	*10.0-122*		*01/22/2019 19:36*	WG1225001
(S) 2-Fluorobiphenyl	*79.9*	J7	*15.0-120*		*01/22/2019 19:36*	WG1225001
(S) 2,4,6-Tribromophenol	*73.1*	J7	*10.0-127*		*01/22/2019 19:36*	WG1225001
(S) p-Terphenyl-d14	*68.8*	J7	*10.0-120*		*01/22/2019 19:36*	WG1225001

Sample Narrative:

L1061167-01 WG1225001: Dilution due to matrix

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Acetone	ND		0.0500	1	01/16/2019 06:26	WG1223942
Acrolein	ND		0.0500	1	01/16/2019 06:26	WG1223942
Acrylonitrile	ND		0.0100	1	01/16/2019 06:26	WG1223942
Benzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
Bromobenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
Bromodichloromethane	ND		0.00100	1	01/16/2019 06:26	WG1223942
Bromoform	ND		0.00100	1	01/16/2019 06:26	WG1223942
Bromomethane	ND		0.00500	1	01/16/2019 06:26	WG1223942
n-Butylbenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
sec-Butylbenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
tert-Butylbenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
Carbon tetrachloride	ND		0.00100	1	01/16/2019 06:26	WG1223942
Chlorobenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
Chlorodibromomethane	ND		0.00100	1	01/16/2019 06:26	WG1223942
Chloroethane	ND		0.00500	1	01/16/2019 06:26	WG1223942
Chloroform	ND		0.00500	1	01/16/2019 06:26	WG1223942
Chloromethane	ND		0.00250	1	01/16/2019 06:26	WG1223942
2-Chlorotoluene	ND		0.00100	1	01/16/2019 06:26	WG1223942
4-Chlorotoluene	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,2-Dibromo-3-Chloropropane	ND		0.00500	1	01/16/2019 06:26	WG1223942
1,2-Dibromoethane	ND		0.00100	1	01/16/2019 06:26	WG1223942
Dibromomethane	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,2-Dichlorobenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,3-Dichlorobenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,4-Dichlorobenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
Dichlorodifluoromethane	ND		0.00500	1	01/16/2019 06:26	WG1223942
1,1-Dichloroethane	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,2-Dichloroethane	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,1-Dichloroethene	ND		0.00100	1	01/16/2019 06:26	WG1223942
cis-1,2-Dichloroethene	ND		0.00100	1	01/16/2019 06:26	WG1223942
trans-1,2-Dichloroethene	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,2-Dichloropropane	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,1-Dichloropropene	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,3-Dichloropropane	ND		0.00100	1	01/16/2019 06:26	WG1223942
cis-1,3-Dichloropropene	ND		0.00100	1	01/16/2019 06:26	WG1223942
trans-1,3-Dichloropropene	ND		0.00100	1	01/16/2019 06:26	WG1223942
2,2-Dichloropropane	ND		0.00100	1	01/16/2019 06:26	WG1223942
Di-isopropyl ether	ND		0.00100	1	01/16/2019 06:26	WG1223942
Ethylbenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
Hexachloro-1,3-butadiene	ND		0.00100	1	01/16/2019 06:26	WG1223942
Isopropylbenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
p-Isopropyltoluene	ND		0.00100	1	01/16/2019 06:26	WG1223942
2-Butanone (MEK)	ND		0.0100	1	01/16/2019 06:26	WG1223942
Methylene Chloride	ND		0.00500	1	01/16/2019 06:26	WG1223942
4-Methyl-2-pentanone (MIBK)	ND		0.0100	1	01/16/2019 06:26	WG1223942
Methyl tert-butyl ether	ND		0.00100	1	01/16/2019 06:26	WG1223942
Naphthalene	ND	J4	0.00500	1	01/16/2019 06:26	WG1223942
n-Propylbenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
Styrene	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,1,1,2-Tetrachloroethane	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,1,2,2-Tetrachloroethane	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,1,2-Trichlorotrifluoroethane	ND		0.00100	1	01/16/2019 06:26	WG1223942
Tetrachloroethene	ND		0.00100	1	01/16/2019 06:26	WG1223942
Toluene	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,2,3-Trichlorobenzene	ND	J4	0.00100	1	01/16/2019 06:26	WG1223942
1,2,4-Trichlorobenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
1,1,1-Trichloroethane	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,1,2-Trichloroethane	ND		0.00100	1	01/16/2019 06:26	WG1223942
Trichloroethene	ND		0.00100	1	01/16/2019 06:26	WG1223942
Trichlorofluoromethane	ND		0.00500	1	01/16/2019 06:26	WG1223942
1,2,3-Trichloropropane	ND		0.00250	1	01/16/2019 06:26	WG1223942
1,2,4-Trimethylbenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,2,3-Trimethylbenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
1,3,5-Trimethylbenzene	ND		0.00100	1	01/16/2019 06:26	WG1223942
Vinyl chloride	ND		0.00100	1	01/16/2019 06:26	WG1223942
Xylenes, Total	ND		0.00300	1	01/16/2019 06:26	WG1223942
(S) Toluene-d8	*104*		*80.0-120*		*01/16/2019 06:26*	WG1223942
(S) Dibromofluoromethane	*107*		*75.0-120*		*01/16/2019 06:26*	WG1223942
(S) 4-Bromofluorobenzene	*108*		*77.0-126*		*01/16/2019 06:26*	WG1223942

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Acenaphthene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Acenaphthylene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Anthracene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Benzidine	ND	J3	0.0100	1	01/18/2019 06:11	WG1224450
Benzo(a)anthracene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Benzo(b)fluoranthene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Benzo(k)fluoranthene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Benzo(g,h,i)perylene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Benzo(a)pyrene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Bis(2-chlorethoxy)methane	ND		0.0100	1	01/18/2019 06:11	WG1224450
Bis(2-chloroethyl)ether	ND		0.0100	1	01/18/2019 06:11	WG1224450
Bis(2-chloroisopropyl)ether	ND		0.0100	1	01/18/2019 06:11	WG1224450
4-Bromophenyl-phenylether	ND		0.0100	1	01/18/2019 06:11	WG1224450
2-Chloronaphthalene	ND		0.00100	1	01/18/2019 06:11	WG1224450
4-Chlorophenyl-phenylether	ND		0.0100	1	01/18/2019 06:11	WG1224450
Chrysene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Dibenz(a,h)anthracene	ND		0.00100	1	01/18/2019 06:11	WG1224450
3,3-Dichlorobenzidine	ND		0.0100	1	01/18/2019 06:11	WG1224450
2,4-Dinitrotoluene	ND		0.0100	1	01/18/2019 06:11	WG1224450
2,6-Dinitrotoluene	ND		0.0100	1	01/18/2019 06:11	WG1224450
Fluoranthene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Fluorene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Hexachlorobenzene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Hexachloro-1,3-butadiene	ND	J3	0.0100	1	01/18/2019 06:11	WG1224450
Hexachlorocyclopentadiene	ND		0.0100	1	01/18/2019 06:11	WG1224450
Hexachloroethane	ND	J3	0.0100	1	01/18/2019 06:11	WG1224450
Indeno(1,2,3-cd)pyrene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Isophorone	ND		0.0100	1	01/18/2019 06:11	WG1224450
Naphthalene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Nitrobenzene	ND		0.0100	1	01/18/2019 06:11	WG1224450
n-Nitrosodimethylamine	ND		0.0100	1	01/18/2019 06:11	WG1224450
n-Nitrosodiphenylamine	ND		0.0100	1	01/18/2019 06:11	WG1224450
n-Nitrosodi-n-propylamine	ND		0.0100	1	01/18/2019 06:11	WG1224450
Phenanthrene	ND		0.00100	1	01/18/2019 06:11	WG1224450
Benzylbutyl phthalate	ND		0.00300	1	01/18/2019 06:11	WG1224450
Bis(2-ethylhexyl)phthalate	ND		0.00300	1	01/18/2019 06:11	WG1224450
Di-n-butyl phthalate	ND		0.00300	1	01/18/2019 06:11	WG1224450
Diethyl phthalate	ND		0.00300	1	01/18/2019 06:11	WG1224450
Dimethyl phthalate	ND		0.00300	1	01/18/2019 06:11	WG1224450

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Di-n-octyl phthalate	ND		0.00300	1	01/18/2019 06:11	WG1224450
Pyrene	ND		0.00100	1	01/18/2019 06:11	WG1224450
1,2,4-Trichlorobenzene	ND		0.0100	1	01/18/2019 06:11	WG1224450
4-Chloro-3-methylphenol	ND		0.0100	1	01/18/2019 06:11	WG1224450
2-Chlorophenol	ND		0.0100	1	01/18/2019 06:11	WG1224450
2,4-Dichlorophenol	ND		0.0100	1	01/18/2019 06:11	WG1224450
2,4-Dimethylphenol	ND		0.0100	1	01/18/2019 06:11	WG1224450
4,6-Dinitro-2-methylphenol	ND		0.0100	1	01/18/2019 06:11	WG1224450
2,4-Dinitrophenol	ND		0.0100	1	01/18/2019 06:11	WG1224450
2-Nitrophenol	ND		0.0100	1	01/18/2019 06:11	WG1224450
4-Nitrophenol	ND		0.0100	1	01/18/2019 06:11	WG1224450
Pentachlorophenol	ND		0.0100	1	01/18/2019 06:11	WG1224450
Phenol	ND		0.0100	1	01/18/2019 06:11	WG1224450
2,4,6-Trichlorophenol	ND		0.0100	1	01/18/2019 06:11	WG1224450
(S) 2-Fluorophenol	*32.4*		*10.0-120*		*01/18/2019 06:11*	WG1224450
(S) Phenol-d5	*19.2*		*10.0-120*		*01/18/2019 06:11*	WG1224450
(S) Nitrobenzene-d5	*48.1*		*10.0-127*		*01/18/2019 06:11*	WG1224450
(S) 2-Fluorobiphenyl	*45.0*		*10.0-130*		*01/18/2019 06:11*	WG1224450
(S) 2,4,6-Tribromophenol	*44.8*		*10.0-155*		*01/18/2019 06:11*	WG1224450
(S) p-Terphenyl-d14	*48.0*		*10.0-128*		*01/18/2019 06:11*	WG1224450

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Acetone	ND		0.0500	1	01/16/2019 06:47	WG1223942
Acrolein	ND		0.0500	1	01/16/2019 06:47	WG1223942
Acrylonitrile	ND		0.0100	1	01/16/2019 06:47	WG1223942
Benzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
Bromobenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
Bromodichloromethane	ND		0.00100	1	01/16/2019 06:47	WG1223942
Bromoform	ND		0.00100	1	01/16/2019 06:47	WG1223942
Bromomethane	ND		0.00500	1	01/16/2019 06:47	WG1223942
n-Butylbenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
sec-Butylbenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
tert-Butylbenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
Carbon tetrachloride	ND		0.00100	1	01/16/2019 06:47	WG1223942
Chlorobenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
Chlorodibromomethane	ND		0.00100	1	01/16/2019 06:47	WG1223942
Chloroethane	ND		0.00500	1	01/16/2019 06:47	WG1223942
Chloroform	ND		0.00500	1	01/16/2019 06:47	WG1223942
Chloromethane	ND		0.00250	1	01/16/2019 06:47	WG1223942
2-Chlorotoluene	ND		0.00100	1	01/16/2019 06:47	WG1223942
4-Chlorotoluene	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,2-Dibromo-3-Chloropropane	ND		0.00500	1	01/16/2019 06:47	WG1223942
1,2-Dibromoethane	ND		0.00100	1	01/16/2019 06:47	WG1223942
Dibromomethane	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,2-Dichlorobenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,3-Dichlorobenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,4-Dichlorobenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
Dichlorodifluoromethane	ND		0.00500	1	01/16/2019 06:47	WG1223942
1,1-Dichloroethane	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,2-Dichloroethane	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,1-Dichloroethene	ND		0.00100	1	01/16/2019 06:47	WG1223942
cis-1,2-Dichloroethene	ND		0.00100	1	01/16/2019 06:47	WG1223942
trans-1,2-Dichloroethene	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,2-Dichloropropane	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,1-Dichloropropene	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,3-Dichloropropane	ND		0.00100	1	01/16/2019 06:47	WG1223942
cis-1,3-Dichloropropene	ND		0.00100	1	01/16/2019 06:47	WG1223942
trans-1,3-Dichloropropene	ND		0.00100	1	01/16/2019 06:47	WG1223942
2,2-Dichloropropane	ND		0.00100	1	01/16/2019 06:47	WG1223942
Di-isopropyl ether	ND		0.00100	1	01/16/2019 06:47	WG1223942
Ethylbenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
Hexachloro-1,3-butadiene	ND		0.00100	1	01/16/2019 06:47	WG1223942
Isopropylbenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
p-Isopropyltoluene	ND		0.00100	1	01/16/2019 06:47	WG1223942
2-Butanone (MEK)	ND		0.0100	1	01/16/2019 06:47	WG1223942
Methylene Chloride	ND		0.00500	1	01/16/2019 06:47	WG1223942
4-Methyl-2-pentanone (MIBK)	ND		0.0100	1	01/16/2019 06:47	WG1223942
Methyl tert-butyl ether	ND		0.00100	1	01/16/2019 06:47	WG1223942
Naphthalene	ND	J4	0.00500	1	01/16/2019 06:47	WG1223942
n-Propylbenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
Styrene	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,1,1,2-Tetrachloroethane	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,1,2,2-Tetrachloroethane	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,1,2-Trichlorotrifluoroethane	ND		0.00100	1	01/16/2019 06:47	WG1223942
Tetrachloroethene	ND		0.00100	1	01/16/2019 06:47	WG1223942
Toluene	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,2,3-Trichlorobenzene	ND	J4	0.00100	1	01/16/2019 06:47	WG1223942
1,2,4-Trichlorobenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
1,1,1-Trichloroethane	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,1,2-Trichloroethane	ND		0.00100	1	01/16/2019 06:47	WG1223942
Trichloroethene	ND		0.00100	1	01/16/2019 06:47	WG1223942
Trichlorofluoromethane	ND		0.00500	1	01/16/2019 06:47	WG1223942
1,2,3-Trichloropropane	ND		0.00250	1	01/16/2019 06:47	WG1223942
1,2,4-Trimethylbenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,2,3-Trimethylbenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
1,3,5-Trimethylbenzene	ND		0.00100	1	01/16/2019 06:47	WG1223942
Vinyl chloride	ND		0.00100	1	01/16/2019 06:47	WG1223942
Xylenes, Total	ND		0.00300	1	01/16/2019 06:47	WG1223942
(S) Toluene-d8	*104*		*80.0-120*		*01/16/2019 06:47*	WG1223942
(S) Dibromofluoromethane	*105*		*75.0-120*		*01/16/2019 06:47*	WG1223942
(S) 4-Bromofluorobenzene	*108*		*77.0-126*		*01/16/2019 06:47*	WG1223942

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Acenaphthene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Acenaphthylene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Anthracene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Benzidine	ND	J3	0.0100	1	01/18/2019 06:35	WG1224450
Benzo(a)anthracene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Benzo(b)fluoranthene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Benzo(k)fluoranthene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Benzo(g,h,i)perylene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Benzo(a)pyrene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Bis(2-chlorethoxy)methane	ND		0.0100	1	01/18/2019 06:35	WG1224450
Bis(2-chloroethyl)ether	ND		0.0100	1	01/18/2019 06:35	WG1224450
Bis(2-chloroisopropyl)ether	ND		0.0100	1	01/18/2019 06:35	WG1224450
4-Bromophenyl-phenylether	ND		0.0100	1	01/18/2019 06:35	WG1224450
2-Chloronaphthalene	ND		0.00100	1	01/18/2019 06:35	WG1224450
4-Chlorophenyl-phenylether	ND		0.0100	1	01/18/2019 06:35	WG1224450
Chrysene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Dibenz(a,h)anthracene	ND		0.00100	1	01/18/2019 06:35	WG1224450
3,3-Dichlorobenzidine	ND		0.0100	1	01/18/2019 06:35	WG1224450
2,4-Dinitrotoluene	ND		0.0100	1	01/18/2019 06:35	WG1224450
2,6-Dinitrotoluene	ND		0.0100	1	01/18/2019 06:35	WG1224450
Fluoranthene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Fluorene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Hexachlorobenzene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Hexachloro-1,3-butadiene	ND	J3	0.0100	1	01/18/2019 06:35	WG1224450
Hexachlorocyclopentadiene	ND		0.0100	1	01/18/2019 06:35	WG1224450
Hexachloroethane	ND	J3	0.0100	1	01/18/2019 06:35	WG1224450
Indeno(1,2,3-cd)pyrene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Isophorone	ND		0.0100	1	01/18/2019 06:35	WG1224450
Naphthalene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Nitrobenzene	ND		0.0100	1	01/18/2019 06:35	WG1224450
n-Nitrosodimethylamine	ND		0.0100	1	01/18/2019 06:35	WG1224450
n-Nitrosodiphenylamine	ND		0.0100	1	01/18/2019 06:35	WG1224450
n-Nitrosodi-n-propylamine	ND		0.0100	1	01/18/2019 06:35	WG1224450
Phenanthrene	ND		0.00100	1	01/18/2019 06:35	WG1224450
Benzylbutyl phthalate	ND		0.00300	1	01/18/2019 06:35	WG1224450
Bis(2-ethylhexyl)phthalate	ND		0.00300	1	01/18/2019 06:35	WG1224450
Di-n-butyl phthalate	ND		0.00300	1	01/18/2019 06:35	WG1224450
Diethyl phthalate	ND		0.00300	1	01/18/2019 06:35	WG1224450
Dimethyl phthalate	ND		0.00300	1	01/18/2019 06:35	WG1224450

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result	Qualifier	RDL	Dilution	Analysis	Batch
	mg/l		mg/l		date / time	
Di-n-octyl phthalate	ND		0.00300	1	01/18/2019 06:35	WG1224450
Pyrene	ND		0.00100	1	01/18/2019 06:35	WG1224450
1,2,4-Trichlorobenzene	ND		0.0100	1	01/18/2019 06:35	WG1224450
4-Chloro-3-methylphenol	ND		0.0100	1	01/18/2019 06:35	WG1224450
2-Chlorophenol	ND		0.0100	1	01/18/2019 06:35	WG1224450
2,4-Dichlorophenol	ND		0.0100	1	01/18/2019 06:35	WG1224450
2,4-Dimethylphenol	ND		0.0100	1	01/18/2019 06:35	WG1224450
4,6-Dinitro-2-methylphenol	ND		0.0100	1	01/18/2019 06:35	WG1224450
2,4-Dinitrophenol	ND		0.0100	1	01/18/2019 06:35	WG1224450
2-Nitrophenol	ND		0.0100	1	01/18/2019 06:35	WG1224450
4-Nitrophenol	ND		0.0100	1	01/18/2019 06:35	WG1224450
Pentachlorophenol	ND		0.0100	1	01/18/2019 06:35	WG1224450
Phenol	ND		0.0100	1	01/18/2019 06:35	WG1224450
2,4,6-Trichlorophenol	ND		0.0100	1	01/18/2019 06:35	WG1224450
(S) 2-Fluorophenol	*30.0*		*10.0-120*		*01/18/2019 06:35*	WG1224450
(S) Phenol-d5	*17.2*		*10.0-120*		*01/18/2019 06:35*	WG1224450
(S) Nitrobenzene-d5	*45.9*		*10.0-127*		*01/18/2019 06:35*	WG1224450
(S) 2-Fluorobiphenyl	*43.1*		*10.0-130*		*01/18/2019 06:35*	WG1224450
(S) 2,4,6-Tribromophenol	*38.8*		*10.0-155*		*01/18/2019 06:35*	WG1224450
(S) p-Terphenyl-d14	*46.4*		*10.0-128*		*01/18/2019 06:35*	WG1224450

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Acetone	ND		0.0500	1	01/16/2019 07:07	WG1223942
Acrolein	ND		0.0500	1	01/16/2019 07:07	WG1223942
Acrylonitrile	ND		0.0100	1	01/16/2019 07:07	WG1223942
Benzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
Bromobenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
Bromodichloromethane	ND		0.00100	1	01/16/2019 07:07	WG1223942
Bromoform	ND		0.00100	1	01/16/2019 07:07	WG1223942
Bromomethane	ND		0.00500	1	01/16/2019 07:07	WG1223942
n-Butylbenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
sec-Butylbenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
tert-Butylbenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
Carbon tetrachloride	ND		0.00100	1	01/16/2019 07:07	WG1223942
Chlorobenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
Chlorodibromomethane	ND		0.00100	1	01/16/2019 07:07	WG1223942
Chloroethane	ND		0.00500	1	01/16/2019 07:07	WG1223942
Chloroform	ND		0.00500	1	01/16/2019 07:07	WG1223942
Chloromethane	ND		0.00250	1	01/16/2019 07:07	WG1223942
2-Chlorotoluene	ND		0.00100	1	01/16/2019 07:07	WG1223942
4-Chlorotoluene	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,2-Dibromo-3-Chloropropane	ND		0.00500	1	01/16/2019 07:07	WG1223942
1,2-Dibromoethane	ND		0.00100	1	01/16/2019 07:07	WG1223942
Dibromomethane	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,2-Dichlorobenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,3-Dichlorobenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,4-Dichlorobenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
Dichlorodifluoromethane	ND		0.00500	1	01/16/2019 07:07	WG1223942
1,1-Dichloroethane	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,2-Dichloroethane	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,1-Dichloroethene	ND		0.00100	1	01/16/2019 07:07	WG1223942
cis-1,2-Dichloroethene	ND		0.00100	1	01/16/2019 07:07	WG1223942
trans-1,2-Dichloroethene	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,2-Dichloropropane	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,1-Dichloropropene	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,3-Dichloropropane	ND		0.00100	1	01/16/2019 07:07	WG1223942
cis-1,3-Dichloropropene	ND		0.00100	1	01/16/2019 07:07	WG1223942
trans-1,3-Dichloropropene	ND		0.00100	1	01/16/2019 07:07	WG1223942
2,2-Dichloropropane	ND		0.00100	1	01/16/2019 07:07	WG1223942
Di-isopropyl ether	ND		0.00100	1	01/16/2019 07:07	WG1223942
Ethylbenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
Hexachloro-1,3-butadiene	ND		0.00100	1	01/16/2019 07:07	WG1223942
Isopropylbenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
p-Isopropyltoluene	ND		0.00100	1	01/16/2019 07:07	WG1223942
2-Butanone (MEK)	ND		0.0100	1	01/16/2019 07:07	WG1223942
Methylene Chloride	ND		0.00500	1	01/16/2019 07:07	WG1223942
4-Methyl-2-pentanone (MIBK)	ND		0.0100	1	01/16/2019 07:07	WG1223942
Methyl tert-butyl ether	0.00113		0.00100	1	01/16/2019 07:07	WG1223942
Naphthalene	ND	J4	0.00500	1	01/16/2019 07:07	WG1223942
n-Propylbenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
Styrene	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,1,1,2-Tetrachloroethane	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,1,2,2-Tetrachloroethane	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,1,2-Trichlorotrifluoroethane	ND		0.00100	1	01/16/2019 07:07	WG1223942
Tetrachloroethene	ND		0.00100	1	01/16/2019 07:07	WG1223942
Toluene	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,2,3-Trichlorobenzene	ND	J4	0.00100	1	01/16/2019 07:07	WG1223942
1,2,4-Trichlorobenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
1,1,1-Trichloroethane	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,1,2-Trichloroethane	ND		0.00100	1	01/16/2019 07:07	WG1223942
Trichloroethene	ND		0.00100	1	01/16/2019 07:07	WG1223942
Trichlorofluoromethane	ND		0.00500	1	01/16/2019 07:07	WG1223942
1,2,3-Trichloropropane	ND		0.00250	1	01/16/2019 07:07	WG1223942
1,2,4-Trimethylbenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,2,3-Trimethylbenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
1,3,5-Trimethylbenzene	ND		0.00100	1	01/16/2019 07:07	WG1223942
Vinyl chloride	ND		0.00100	1	01/16/2019 07:07	WG1223942
Xylenes, Total	ND		0.00300	1	01/16/2019 07:07	WG1223942
(S) Toluene-d8	*101*		*80.0-120*		*01/16/2019 07:07*	WG1223942
(S) Dibromofluoromethane	*106*		*75.0-120*		*01/16/2019 07:07*	WG1223942
(S) 4-Bromofluorobenzene	*110*		*77.0-126*		*01/16/2019 07:07*	WG1223942

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Acenaphthene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Acenaphthylene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Anthracene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Benzidine	ND		0.0100	1	01/20/2019 16:42	WG1225024
Benzo(a)anthracene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Benzo(b)fluoranthene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Benzo(k)fluoranthene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Benzo(g,h,i)perylene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Benzo(a)pyrene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Bis(2-chlorethoxy)methane	ND		0.0100	1	01/20/2019 16:42	WG1225024
Bis(2-chloroethyl)ether	ND		0.0100	1	01/20/2019 16:42	WG1225024
Bis(2-chloroisopropyl)ether	ND		0.0100	1	01/20/2019 16:42	WG1225024
4-Bromophenyl-phenylether	ND		0.0100	1	01/20/2019 16:42	WG1225024
2-Chloronaphthalene	ND		0.00100	1	01/20/2019 16:42	WG1225024
4-Chlorophenyl-phenylether	ND		0.0100	1	01/20/2019 16:42	WG1225024
Chrysene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Dibenz(a,h)anthracene	ND		0.00100	1	01/20/2019 16:42	WG1225024
3,3-Dichlorobenzidine	ND		0.0100	1	01/20/2019 16:42	WG1225024
2,4-Dinitrotoluene	ND		0.0100	1	01/20/2019 16:42	WG1225024
2,6-Dinitrotoluene	ND		0.0100	1	01/20/2019 16:42	WG1225024
Fluoranthene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Fluorene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Hexachlorobenzene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Hexachloro-1,3-butadiene	ND		0.0100	1	01/20/2019 16:42	WG1225024
Hexachlorocyclopentadiene	ND		0.0100	1	01/20/2019 16:42	WG1225024
Hexachloroethane	ND		0.0100	1	01/20/2019 16:42	WG1225024
Indeno(1,2,3-cd)pyrene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Isophorone	ND		0.0100	1	01/20/2019 16:42	WG1225024
Naphthalene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Nitrobenzene	ND		0.0100	1	01/20/2019 16:42	WG1225024
n-Nitrosodimethylamine	ND		0.0100	1	01/20/2019 16:42	WG1225024
n-Nitrosodiphenylamine	ND		0.0100	1	01/20/2019 16:42	WG1225024
n-Nitrosodi-n-propylamine	ND		0.0100	1	01/20/2019 16:42	WG1225024
Phenanthrene	ND		0.00100	1	01/20/2019 16:42	WG1225024
Benzylbutyl phthalate	ND		0.00300	1	01/20/2019 16:42	WG1225024
Bis(2-ethylhexyl)phthalate	ND		0.00300	1	01/20/2019 16:42	WG1225024
Di-n-butyl phthalate	ND		0.00300	1	01/20/2019 16:42	WG1225024
Diethyl phthalate	ND		0.00300	1	01/20/2019 16:42	WG1225024
Dimethyl phthalate	ND		0.00300	1	01/20/2019 16:42	WG1225024

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Di-n-octyl phthalate	ND		0.00300	1	01/20/2019 16:42	WG1225024
Pyrene	ND		0.00100	1	01/20/2019 16:42	WG1225024
1,2,4-Trichlorobenzene	ND		0.0100	1	01/20/2019 16:42	WG1225024
4-Chloro-3-methylphenol	ND		0.0100	1	01/20/2019 16:42	WG1225024
2-Chlorophenol	ND		0.0100	1	01/20/2019 16:42	WG1225024
2,4-Dichlorophenol	ND		0.0100	1	01/20/2019 16:42	WG1225024
2,4-Dimethylphenol	ND		0.0100	1	01/20/2019 16:42	WG1225024
4,6-Dinitro-2-methylphenol	ND		0.0100	1	01/20/2019 16:42	WG1225024
2,4-Dinitrophenol	ND		0.0100	1	01/20/2019 16:42	WG1225024
2-Nitrophenol	ND		0.0100	1	01/20/2019 16:42	WG1225024
4-Nitrophenol	ND		0.0100	1	01/20/2019 16:42	WG1225024
Pentachlorophenol	ND		0.0100	1	01/20/2019 16:42	WG1225024
Phenol	ND		0.0100	1	01/20/2019 16:42	WG1225024
2,4,6-Trichlorophenol	ND		0.0100	1	01/20/2019 16:42	WG1225024
(S) 2-Fluorophenol	*26.8*		*10.0-120*		*01/20/2019 16:42*	WG1225024
(S) Phenol-d5	*15.7*		*10.0-120*		*01/20/2019 16:42*	WG1225024
(S) Nitrobenzene-d5	*44.6*		*10.0-127*		*01/20/2019 16:42*	WG1225024
(S) 2-Fluorobiphenyl	*40.8*		*10.0-130*		*01/20/2019 16:42*	WG1225024
(S) 2,4,6-Tribromophenol	*28.4*		*10.0-155*		*01/20/2019 16:42*	WG1225024
(S) p-Terphenyl-d14	*48.1*		*10.0-128*		*01/20/2019 16:42*	WG1225024

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Acetone	ND		0.0500	1	01/16/2019 07:28	WG1223942
Acrolein	ND		0.0500	1	01/16/2019 07:28	WG1223942
Acrylonitrile	ND		0.0100	1	01/16/2019 07:28	WG1223942
Benzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
Bromobenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
Bromodichloromethane	ND		0.00100	1	01/16/2019 07:28	WG1223942
Bromoform	ND		0.00100	1	01/16/2019 07:28	WG1223942
Bromomethane	ND		0.00500	1	01/16/2019 07:28	WG1223942
n-Butylbenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
sec-Butylbenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
tert-Butylbenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
Carbon tetrachloride	ND		0.00100	1	01/16/2019 07:28	WG1223942
Chlorobenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
Chlorodibromomethane	ND		0.00100	1	01/16/2019 07:28	WG1223942
Chloroethane	ND		0.00500	1	01/16/2019 07:28	WG1223942
Chloroform	ND		0.00500	1	01/16/2019 07:28	WG1223942
Chloromethane	ND		0.00250	1	01/16/2019 07:28	WG1223942
2-Chlorotoluene	ND		0.00100	1	01/16/2019 07:28	WG1223942
4-Chlorotoluene	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,2-Dibromo-3-Chloropropane	ND		0.00500	1	01/16/2019 07:28	WG1223942
1,2-Dibromoethane	ND		0.00100	1	01/16/2019 07:28	WG1223942
Dibromomethane	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,2-Dichlorobenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,3-Dichlorobenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,4-Dichlorobenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
Dichlorodifluoromethane	ND		0.00500	1	01/16/2019 07:28	WG1223942
1,1-Dichloroethane	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,2-Dichloroethane	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,1-Dichloroethene	ND		0.00100	1	01/16/2019 07:28	WG1223942
cis-1,2-Dichloroethene	ND		0.00100	1	01/16/2019 07:28	WG1223942
trans-1,2-Dichloroethene	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,2-Dichloropropane	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,1-Dichloropropene	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,3-Dichloropropane	ND		0.00100	1	01/16/2019 07:28	WG1223942
cis-1,3-Dichloropropene	ND		0.00100	1	01/16/2019 07:28	WG1223942
trans-1,3-Dichloropropene	ND		0.00100	1	01/16/2019 07:28	WG1223942
2,2-Dichloropropane	ND		0.00100	1	01/16/2019 07:28	WG1223942
Di-isopropyl ether	ND		0.00100	1	01/16/2019 07:28	WG1223942
Ethylbenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
Hexachloro-1,3-butadiene	ND		0.00100	1	01/16/2019 07:28	WG1223942
Isopropylbenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
p-Isopropyltoluene	ND		0.00100	1	01/16/2019 07:28	WG1223942
2-Butanone (MEK)	ND		0.0100	1	01/16/2019 07:28	WG1223942
Methylene Chloride	ND		0.00500	1	01/16/2019 07:28	WG1223942
4-Methyl-2-pentanone (MIBK)	ND		0.0100	1	01/16/2019 07:28	WG1223942
Methyl tert-butyl ether	ND		0.00100	1	01/16/2019 07:28	WG1223942
Naphthalene	ND	J4	0.00500	1	01/16/2019 07:28	WG1223942
n-Propylbenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
Styrene	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,1,1,2-Tetrachloroethane	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,1,2,2-Tetrachloroethane	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,1,2-Trichlorotrifluoroethane	ND		0.00100	1	01/16/2019 07:28	WG1223942
Tetrachloroethene	ND		0.00100	1	01/16/2019 07:28	WG1223942
Toluene	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,2,3-Trichlorobenzene	ND	J4	0.00100	1	01/16/2019 07:28	WG1223942
1,2,4-Trichlorobenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
1,1,1-Trichloroethane	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,1,2-Trichloroethane	ND		0.00100	1	01/16/2019 07:28	WG1223942
Trichloroethene	ND		0.00100	1	01/16/2019 07:28	WG1223942
Trichlorofluoromethane	ND		0.00500	1	01/16/2019 07:28	WG1223942
1,2,3-Trichloropropane	ND		0.00250	1	01/16/2019 07:28	WG1223942
1,2,4-Trimethylbenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,2,3-Trimethylbenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
1,3,5-Trimethylbenzene	ND		0.00100	1	01/16/2019 07:28	WG1223942
Vinyl chloride	ND		0.00100	1	01/16/2019 07:28	WG1223942
Xylenes, Total	ND		0.00300	1	01/16/2019 07:28	WG1223942
(S) Toluene-d8	*105*		*80.0-120*		*01/16/2019 07:28*	WG1223942
(S) Dibromofluoromethane	*102*		*75.0-120*		*01/16/2019 07:28*	WG1223942
(S) 4-Bromofluorobenzene	*110*		*77.0-126*		*01/16/2019 07:28*	WG1223942

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Acenaphthene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Acenaphthylene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Anthracene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Benzidine	ND		0.0100	1	01/20/2019 17:05	WG1225024
Benzo(a)anthracene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Benzo(b)fluoranthene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Benzo(k)fluoranthene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Benzo(g,h,i)perylene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Benzo(a)pyrene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Bis(2-chlorethoxy)methane	ND		0.0100	1	01/20/2019 17:05	WG1225024
Bis(2-chloroethyl)ether	ND		0.0100	1	01/20/2019 17:05	WG1225024
Bis(2-chloroisopropyl)ether	ND		0.0100	1	01/20/2019 17:05	WG1225024
4-Bromophenyl-phenylether	ND		0.0100	1	01/20/2019 17:05	WG1225024
2-Chloronaphthalene	ND		0.00100	1	01/20/2019 17:05	WG1225024
4-Chlorophenyl-phenylether	ND		0.0100	1	01/20/2019 17:05	WG1225024
Chrysene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Dibenz(a,h)anthracene	ND		0.00100	1	01/20/2019 17:05	WG1225024
3,3-Dichlorobenzidine	ND		0.0100	1	01/20/2019 17:05	WG1225024
2,4-Dinitrotoluene	ND		0.0100	1	01/20/2019 17:05	WG1225024
2,6-Dinitrotoluene	ND		0.0100	1	01/20/2019 17:05	WG1225024
Fluoranthene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Fluorene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Hexachlorobenzene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Hexachloro-1,3-butadiene	ND		0.0100	1	01/20/2019 17:05	WG1225024
Hexachlorocyclopentadiene	ND		0.0100	1	01/20/2019 17:05	WG1225024
Hexachloroethane	ND		0.0100	1	01/20/2019 17:05	WG1225024
Indeno(1,2,3-cd)pyrene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Isophorone	ND		0.0100	1	01/20/2019 17:05	WG1225024
Naphthalene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Nitrobenzene	ND		0.0100	1	01/20/2019 17:05	WG1225024
n-Nitrosodimethylamine	ND		0.0100	1	01/20/2019 17:05	WG1225024
n-Nitrosodiphenylamine	ND		0.0100	1	01/20/2019 17:05	WG1225024
n-Nitrosodi-n-propylamine	ND		0.0100	1	01/20/2019 17:05	WG1225024
Phenanthrene	ND		0.00100	1	01/20/2019 17:05	WG1225024
Benzylbutyl phthalate	ND		0.00300	1	01/20/2019 17:05	WG1225024
Bis(2-ethylhexyl)phthalate	ND		0.00300	1	01/20/2019 17:05	WG1225024
Di-n-butyl phthalate	ND		0.00300	1	01/20/2019 17:05	WG1225024
Diethyl phthalate	ND		0.00300	1	01/20/2019 17:05	WG1225024
Dimethyl phthalate	ND		0.00300	1	01/20/2019 17:05	WG1225024

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Di-n-octyl phthalate	ND		0.00300	1	01/20/2019 17:05	WG1225024
Pyrene	ND		0.00100	1	01/20/2019 17:05	WG1225024
1,2,4-Trichlorobenzene	ND		0.0100	1	01/20/2019 17:05	WG1225024
4-Chloro-3-methylphenol	ND		0.0100	1	01/20/2019 17:05	WG1225024
2-Chlorophenol	ND		0.0100	1	01/20/2019 17:05	WG1225024
2,4-Dichlorophenol	ND		0.0100	1	01/20/2019 17:05	WG1225024
2,4-Dimethylphenol	ND		0.0100	1	01/20/2019 17:05	WG1225024
4,6-Dinitro-2-methylphenol	ND		0.0100	1	01/20/2019 17:05	WG1225024
2,4-Dinitrophenol	ND		0.0100	1	01/20/2019 17:05	WG1225024
2-Nitrophenol	ND		0.0100	1	01/20/2019 17:05	WG1225024
4-Nitrophenol	ND		0.0100	1	01/20/2019 17:05	WG1225024
Pentachlorophenol	ND		0.0100	1	01/20/2019 17:05	WG1225024
Phenol	ND		0.0100	1	01/20/2019 17:05	WG1225024
2,4,6-Trichlorophenol	ND		0.0100	1	01/20/2019 17:05	WG1225024
(S) 2-Fluorophenol	*29.7*		*10.0-120*		*01/20/2019 17:05*	WG1225024
(S) Phenol-d5	*16.9*		*10.0-120*		*01/20/2019 17:05*	WG1225024
(S) Nitrobenzene-d5	*45.8*		*10.0-127*		*01/20/2019 17:05*	WG1225024
(S) 2-Fluorobiphenyl	*43.8*		*10.0-130*		*01/20/2019 17:05*	WG1225024
(S) 2,4,6-Tribromophenol	*27.4*		*10.0-155*		*01/20/2019 17:05*	WG1225024
(S) p-Terphenyl-d14	*44.3*		*10.0-128*		*01/20/2019 17:05*	WG1225024

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Acetone	ND		0.0500	1	01/16/2019 07:48	WG1223942
Acrolein	ND		0.0500	1	01/16/2019 07:48	WG1223942
Acrylonitrile	ND		0.0100	1	01/16/2019 07:48	WG1223942
Benzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
Bromobenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
Bromodichloromethane	ND		0.00100	1	01/16/2019 07:48	WG1223942
Bromoform	ND		0.00100	1	01/16/2019 07:48	WG1223942
Bromomethane	ND		0.00500	1	01/16/2019 07:48	WG1223942
n-Butylbenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
sec-Butylbenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
tert-Butylbenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
Carbon tetrachloride	ND		0.00100	1	01/16/2019 07:48	WG1223942
Chlorobenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
Chlorodibromomethane	ND		0.00100	1	01/16/2019 07:48	WG1223942
Chloroethane	ND		0.00500	1	01/16/2019 07:48	WG1223942
Chloroform	ND		0.00500	1	01/16/2019 07:48	WG1223942
Chloromethane	ND		0.00250	1	01/16/2019 07:48	WG1223942
2-Chlorotoluene	ND		0.00100	1	01/16/2019 07:48	WG1223942
4-Chlorotoluene	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,2-Dibromo-3-Chloropropane	ND		0.00500	1	01/16/2019 07:48	WG1223942
1,2-Dibromoethane	ND		0.00100	1	01/16/2019 07:48	WG1223942
Dibromomethane	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,2-Dichlorobenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,3-Dichlorobenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,4-Dichlorobenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
Dichlorodifluoromethane	ND		0.00500	1	01/16/2019 07:48	WG1223942
1,1-Dichloroethane	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,2-Dichloroethane	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,1-Dichloroethene	ND		0.00100	1	01/16/2019 07:48	WG1223942
cis-1,2-Dichloroethene	ND		0.00100	1	01/16/2019 07:48	WG1223942
trans-1,2-Dichloroethene	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,2-Dichloropropane	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,1-Dichloropropene	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,3-Dichloropropane	ND		0.00100	1	01/16/2019 07:48	WG1223942
cis-1,3-Dichloropropene	ND		0.00100	1	01/16/2019 07:48	WG1223942
trans-1,3-Dichloropropene	ND		0.00100	1	01/16/2019 07:48	WG1223942
2,2-Dichloropropane	ND		0.00100	1	01/16/2019 07:48	WG1223942
Di-isopropyl ether	ND		0.00100	1	01/16/2019 07:48	WG1223942
Ethylbenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
Hexachloro-1,3-butadiene	ND		0.00100	1	01/16/2019 07:48	WG1223942
Isopropylbenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
p-Isopropyltoluene	ND		0.00100	1	01/16/2019 07:48	WG1223942
2-Butanone (MEK)	ND		0.0100	1	01/16/2019 07:48	WG1223942
Methylene Chloride	ND		0.00500	1	01/16/2019 07:48	WG1223942
4-Methyl-2-pentanone (MIBK)	ND		0.0100	1	01/16/2019 07:48	WG1223942
Methyl tert-butyl ether	ND		0.00100	1	01/16/2019 07:48	WG1223942
Naphthalene	ND	J4	0.00500	1	01/16/2019 07:48	WG1223942
n-Propylbenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
Styrene	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,1,1,2-Tetrachloroethane	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,1,2,2-Tetrachloroethane	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,1,2-Trichlorotrifluoroethane	ND		0.00100	1	01/16/2019 07:48	WG1223942
Tetrachloroethene	ND		0.00100	1	01/16/2019 07:48	WG1223942
Toluene	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,2,3-Trichlorobenzene	ND	J4	0.00100	1	01/16/2019 07:48	WG1223942
1,2,4-Trichlorobenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
1,1,1-Trichloroethane	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,1,2-Trichloroethane	ND		0.00100	1	01/16/2019 07:48	WG1223942
Trichloroethene	ND		0.00100	1	01/16/2019 07:48	WG1223942
Trichlorofluoromethane	ND		0.00500	1	01/16/2019 07:48	WG1223942
1,2,3-Trichloropropane	ND		0.00250	1	01/16/2019 07:48	WG1223942
1,2,4-Trimethylbenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,2,3-Trimethylbenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
1,3,5-Trimethylbenzene	ND		0.00100	1	01/16/2019 07:48	WG1223942
Vinyl chloride	ND		0.00100	1	01/16/2019 07:48	WG1223942
Xylenes, Total	ND		0.00300	1	01/16/2019 07:48	WG1223942
(S) Toluene-d8	*105*		*80.0-120*		*01/16/2019 07:48*	WG1223942
(S) Dibromofluoromethane	*105*		*75.0-120*		*01/16/2019 07:48*	WG1223942
(S) 4-Bromofluorobenzene	*111*		*77.0-126*		*01/16/2019 07:48*	WG1223942

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Acenaphthene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Acenaphthylene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Anthracene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Benzidine	ND		0.0100	1	01/20/2019 17:28	WG1225024
Benzo(a)anthracene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Benzo(b)fluoranthene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Benzo(k)fluoranthene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Benzo(g,h,i)perylene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Benzo(a)pyrene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Bis(2-chlorethoxy)methane	ND		0.0100	1	01/20/2019 17:28	WG1225024
Bis(2-chloroethyl)ether	ND		0.0100	1	01/20/2019 17:28	WG1225024
Bis(2-chloroisopropyl)ether	ND		0.0100	1	01/20/2019 17:28	WG1225024
4-Bromophenyl-phenylether	ND		0.0100	1	01/20/2019 17:28	WG1225024
2-Chloronaphthalene	ND		0.00100	1	01/20/2019 17:28	WG1225024
4-Chlorophenyl-phenylether	ND		0.0100	1	01/20/2019 17:28	WG1225024
Chrysene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Dibenz(a,h)anthracene	ND		0.00100	1	01/20/2019 17:28	WG1225024
3,3-Dichlorobenzidine	ND		0.0100	1	01/20/2019 17:28	WG1225024
2,4-Dinitrotoluene	ND		0.0100	1	01/20/2019 17:28	WG1225024
2,6-Dinitrotoluene	ND		0.0100	1	01/20/2019 17:28	WG1225024
Fluoranthene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Fluorene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Hexachlorobenzene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Hexachloro-1,3-butadiene	ND		0.0100	1	01/20/2019 17:28	WG1225024
Hexachlorocyclopentadiene	ND		0.0100	1	01/20/2019 17:28	WG1225024
Hexachloroethane	ND		0.0100	1	01/20/2019 17:28	WG1225024
Indeno(1,2,3-cd)pyrene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Isophorone	ND		0.0100	1	01/20/2019 17:28	WG1225024
Naphthalene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Nitrobenzene	ND		0.0100	1	01/20/2019 17:28	WG1225024
n-Nitrosodimethylamine	ND		0.0100	1	01/20/2019 17:28	WG1225024
n-Nitrosodiphenylamine	ND		0.0100	1	01/20/2019 17:28	WG1225024
n-Nitrosodi-n-propylamine	ND		0.0100	1	01/20/2019 17:28	WG1225024
Phenanthrene	ND		0.00100	1	01/20/2019 17:28	WG1225024
Benzylbutyl phthalate	ND		0.00300	1	01/20/2019 17:28	WG1225024
Bis(2-ethylhexyl)phthalate	ND		0.00300	1	01/20/2019 17:28	WG1225024
Di-n-butyl phthalate	ND		0.00300	1	01/20/2019 17:28	WG1225024
Diethyl phthalate	ND		0.00300	1	01/20/2019 17:28	WG1225024
Dimethyl phthalate	ND		0.00300	1	01/20/2019 17:28	WG1225024

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/l	Qualifier	RDL mg/l	Dilution	Analysis date / time	Batch
Di-n-octyl phthalate	ND		0.00300	1	01/20/2019 17:28	WG1225024
Pyrene	ND		0.00100	1	01/20/2019 17:28	WG1225024
1,2,4-Trichlorobenzene	ND		0.0100	1	01/20/2019 17:28	WG1225024
4-Chloro-3-methylphenol	ND		0.0100	1	01/20/2019 17:28	WG1225024
2-Chlorophenol	ND		0.0100	1	01/20/2019 17:28	WG1225024
2,4-Dichlorophenol	ND		0.0100	1	01/20/2019 17:28	WG1225024
2,4-Dimethylphenol	ND		0.0100	1	01/20/2019 17:28	WG1225024
4,6-Dinitro-2-methylphenol	ND		0.0100	1	01/20/2019 17:28	WG1225024
2,4-Dinitrophenol	ND		0.0100	1	01/20/2019 17:28	WG1225024
2-Nitrophenol	ND		0.0100	1	01/20/2019 17:28	WG1225024
4-Nitrophenol	ND		0.0100	1	01/20/2019 17:28	WG1225024
Pentachlorophenol	ND		0.0100	1	01/20/2019 17:28	WG1225024
Phenol	ND		0.0100	1	01/20/2019 17:28	WG1225024
2,4,6-Trichlorophenol	ND		0.0100	1	01/20/2019 17:28	WG1225024
(S) 2-Fluorophenol	*30.9*		*10.0-120*		*01/20/2019 17:28*	WG1225024
(S) Phenol-d5	*17.7*		*10.0-120*		*01/20/2019 17:28*	WG1225024
(S) Nitrobenzene-d5	*41.6*		*10.0-127*		*01/20/2019 17:28*	WG1225024
(S) 2-Fluorobiphenyl	*45.2*		*10.0-130*		*01/20/2019 17:28*	WG1225024
(S) 2,4,6-Tribromophenol	*24.5*		*10.0-155*		*01/20/2019 17:28*	WG1225024
(S) p-Terphenyl-d14	*46.7*		*10.0-128*		*01/20/2019 17:28*	WG1225024

Method Blank (MB)

(MB) R3377469-5 01/17/19 11:28

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
TPH (GC/FID) Low Fraction	U		0.0217	0.100
(S) a,a,a-Trifluorotoluene(FID)	*94.8*			*77.0-120*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3377469-3 01/17/19 10:15 • (LCSD) R3377469-4 01/17/19 10:39

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
TPH (GC/FID) Low Fraction	5.50	5.38	5.32	97.9	96.7	72.0-127			1.22	20
(S) a,a,a-Trifluorotoluene(FID)				*105*	*105*	*77.0-120*				

Method Blank (MB)

(MB) R3376711-3 01/16/19 01:21

Analyte	MB Result mg/l	MB Qualifier	MB MDL mg/l	MB RDL mg/l
Acetone	U		0.0100	0.0500
Acrolein	U		0.00887	0.0500
Acrylonitrile	U		0.00187	0.0100
Benzene	U		0.000331	0.00100
Bromobenzene	U		0.000352	0.00100
Bromodichloromethane	U		0.000380	0.00100
Bromoform	U		0.000469	0.00100
Bromomethane	U		0.000866	0.00500
n-Butylbenzene	U		0.000361	0.00100
sec-Butylbenzene	U		0.000365	0.00100
tert-Butylbenzene	U		0.000399	0.00100
Carbon tetrachloride	U		0.000379	0.00100
Chlorobenzene	U		0.000348	0.00100
Chlorodibromomethane	U		0.000327	0.00100
Chloroethane	U		0.000453	0.00500
Chloroform	U		0.000324	0.00500
Chloromethane	U		0.000276	0.00250
2-Chlorotoluene	U		0.000375	0.00100
4-Chlorotoluene	U		0.000351	0.00100
1,2-Dibromo-3-Chloropropane	U		0.00133	0.00500
1,2-Dibromoethane	U		0.000381	0.00100
Dibromomethane	U		0.000346	0.00100
1,2-Dichlorobenzene	U		0.000349	0.00100
1,3-Dichlorobenzene	U		0.000220	0.00100
1,4-Dichlorobenzene	U		0.000274	0.00100
Dichlorodifluoromethane	U		0.000551	0.00500
1,1-Dichloroethane	U		0.000259	0.00100
1,2-Dichloroethane	U		0.000361	0.00100
1,1-Dichloroethene	U		0.000398	0.00100
cis-1,2-Dichloroethene	U		0.000260	0.00100
trans-1,2-Dichloroethene	U		0.000396	0.00100
1,2-Dichloropropane	U		0.000306	0.00100
1,1-Dichloropropene	U		0.000352	0.00100
1,3-Dichloropropane	U		0.000366	0.00100
cis-1,3-Dichloropropene	U		0.000418	0.00100
trans-1,3-Dichloropropene	U		0.000419	0.00100
2,2-Dichloropropane	U		0.000321	0.00100
Di-isopropyl ether	U		0.000320	0.00100
Ethylbenzene	U		0.000384	0.00100
Hexachloro-1,3-butadiene	U		0.000256	0.00100

Method Blank (MB)

(MB) R3376711-3 01/16/19 01:21

Analyte	MB Result mg/l	MB Qualifier	MB MDL mg/l	MB RDL mg/l
Isopropylbenzene	U		0.000326	0.00100
p-Isopropyltoluene	U		0.000350	0.00100
2-Butanone (MEK)	U		0.00393	0.0100
Methylene Chloride	U		0.00100	0.00500
4-Methyl-2-pentanone (MIBK)	U		0.00214	0.0100
Methyl tert-butyl ether	U		0.000367	0.00100
Naphthalene	U		0.00100	0.00500
n-Propylbenzene	U		0.000349	0.00100
Styrene	U		0.000307	0.00100
1,1,1,2-Tetrachloroethane	U		0.000385	0.00100
1,1,2,2-Tetrachloroethane	U		0.000130	0.00100
Tetrachloroethene	U		0.000372	0.00100
Toluene	U		0.000412	0.00100
1,1,2-Trichlorotrifluoroethane	U		0.000303	0.00100
1,2,3-Trichlorobenzene	0.000519	J	0.000230	0.00100
1,2,4-Trichlorobenzene	U		0.000355	0.00100
1,1,1-Trichloroethane	U		0.000319	0.00100
1,1,2-Trichloroethane	U		0.000383	0.00100
Trichloroethene	U		0.000398	0.00100
Trichlorofluoromethane	U		0.00120	0.00500
1,2,3-Trichloropropane	U		0.000807	0.00250
1,2,3-Trimethylbenzene	U		0.000321	0.00100
1,2,4-Trimethylbenzene	U		0.000373	0.00100
1,3,5-Trimethylbenzene	U		0.000387	0.00100
Vinyl chloride	U		0.000259	0.00100
Xylenes, Total	U		0.00106	0.00300
(S) Toluene-d8	*104*			*80.0-120*
(S) Dibromofluoromethane	*105*			*75.0-120*
(S) 4-Bromofluorobenzene	*109*			*77.0-126*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3376711-1 01/16/19 00:20 • (LCSD) R3376711-2 01/16/19 00:41

Analyte	Spike Amount mg/l	LCS Result mg/l	LCSD Result mg/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Acetone	0.125	0.174	0.163	139	130	19.0-160			6.83	27
Acrolein	0.125	0.135	0.125	108	100	10.0-160			7.06	26
Acrylonitrile	0.125	0.166	0.161	133	129	55.0-149			2.97	20
Benzene	0.0250	0.0267	0.0268	107	107	70.0-123			0.433	20

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3376711-1 01/16/19 00:20 • (LCSD) R3376711-2 01/16/19 00:41

Analyte	Spike Amount mg/l	LCS Result mg/l	LCSD Result mg/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Bromobenzene	0.0250	0.0273	0.0271	109	108	73.0-121			0.943	20
Bromodichloromethane	0.0250	0.0276	0.0279	111	111	75.0-120			0.773	20
Bromoform	0.0250	0.0298	0.0294	119	118	68.0-132			1.31	20
Bromomethane	0.0250	0.0161	0.0180	64.3	71.8	10.0-160			11.0	25
n-Butylbenzene	0.0250	0.0248	0.0251	99.4	100	73.0-125			1.04	20
sec-Butylbenzene	0.0250	0.0252	0.0254	101	101	75.0-125			0.851	20
tert-Butylbenzene	0.0250	0.0253	0.0252	101	101	76.0-124			0.177	20
Carbon tetrachloride	0.0250	0.0258	0.0258	103	103	68.0-126			0.0237	20
Chlorobenzene	0.0250	0.0251	0.0259	100	103	80.0-121			3.14	20
Chlorodibromomethane	0.0250	0.0273	0.0269	109	108	77.0-125			1.47	20
Chloroethane	0.0250	0.0284	0.0290	113	116	47.0-150			2.14	20
Chloroform	0.0250	0.0277	0.0274	111	110	73.0-120			1.02	20
Chloromethane	0.0250	0.0242	0.0242	96.8	96.8	41.0-142			0.0209	20
2-Chlorotoluene	0.0250	0.0264	0.0268	105	107	76.0-123			1.60	20
4-Chlorotoluene	0.0250	0.0272	0.0272	109	109	75.0-122			0.137	20
1,2-Dibromo-3-Chloropropane	0.0250	0.0301	0.0282	120	113	58.0-134			6.37	20
1,2-Dibromoethane	0.0250	0.0279	0.0274	111	110	80.0-122			1.61	20
Dibromomethane	0.0250	0.0273	0.0276	109	110	80.0-120			1.15	20
1,2-Dichlorobenzene	0.0250	0.0265	0.0263	106	105	79.0-121			0.669	20
1,3-Dichlorobenzene	0.0250	0.0259	0.0255	103	102	79.0-120			1.46	20
1,4-Dichlorobenzene	0.0250	0.0258	0.0250	103	100	79.0-120			3.02	20
Dichlorodifluoromethane	0.0250	0.0232	0.0238	92.7	95.3	51.0-149			2.80	20
1,1-Dichloroethane	0.0250	0.0297	0.0296	119	118	70.0-126			0.359	20
1,2-Dichloroethane	0.0250	0.0292	0.0289	117	116	70.0-128			1.03	20
1,1-Dichloroethene	0.0250	0.0269	0.0264	108	106	71.0-124			1.97	20
cis-1,2-Dichloroethene	0.0250	0.0281	0.0286	112	114	73.0-120			1.87	20
trans-1,2-Dichloroethene	0.0250	0.0280	0.0279	112	112	73.0-120			0.370	20
1,2-Dichloropropane	0.0250	0.0276	0.0283	110	113	77.0-125			2.43	20
1,1-Dichloropropene	0.0250	0.0271	0.0272	108	109	74.0-126			0.339	20
1,3-Dichloropropane	0.0250	0.0270	0.0274	108	110	80.0-120			1.68	20
cis-1,3-Dichloropropene	0.0250	0.0257	0.0261	103	105	80.0-123			1.48	20
trans-1,3-Dichloropropene	0.0250	0.0270	0.0272	108	109	78.0-124			0.628	20
2,2-Dichloropropane	0.0250	0.0222	0.0210	88.7	83.8	58.0-130			5.59	20
Di-isopropyl ether	0.0250	0.0302	0.0306	121	122	58.0-138			1.27	20
Ethylbenzene	0.0250	0.0240	0.0247	95.9	98.6	79.0-123			2.78	20
Hexachloro-1,3-butadiene	0.0250	0.0219	0.0228	87.4	91.1	54.0-138			4.16	20
Isopropylbenzene	0.0250	0.0265	0.0263	106	105	76.0-127			0.765	20
p-Isopropyltoluene	0.0250	0.0257	0.0256	103	103	76.0-125			0.367	20
2-Butanone (MEK)	0.125	0.181	0.168	145	134	44.0-160			7.76	20
Methylene Chloride	0.0250	0.0280	0.0276	112	110	67.0-120			1.38	20

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3376711-1 01/16/19 00:20 • (LCSD) R3376711-2 01/16/19 00:41

Analyte	Spike Amount mg/l	LCS Result mg/l	LCSD Result mg/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
4-Methyl-2-pentanone (MIBK)	0.125	0.168	0.161	134	129	68.0-142			4.20	20
Methyl tert-butyl ether	0.0250	0.0302	0.0299	121	119	68.0-125			0.983	20
Naphthalene	0.0250	0.0344	0.0329	138	132	54.0-135	J4		4.55	20
n-Propylbenzene	0.0250	0.0265	0.0269	106	108	77.0-124			1.58	20
Styrene	0.0250	0.0289	0.0283	115	113	73.0-130			1.97	20
1,1,1,2-Tetrachloroethane	0.0250	0.0252	0.0257	101	103	75.0-125			1.84	20
1,1,2,2-Tetrachloroethane	0.0250	0.0267	0.0254	107	102	65.0-130			4.89	20
Tetrachloroethene	0.0250	0.0239	0.0245	95.4	97.9	72.0-132			2.58	20
Toluene	0.0250	0.0249	0.0253	99.4	101	79.0-120			1.57	20
1,1,2-Trichlorotrifluoroethane	0.0250	0.0240	0.0244	96.2	97.5	69.0-132			1.34	20
1,2,3-Trichlorobenzene	0.0250	0.0411	0.0406	164	163	50.0-138	J4	J4	1.06	20
1,2,4-Trichlorobenzene	0.0250	0.0283	0.0282	113	113	57.0-137			0.312	20
1,1,1-Trichloroethane	0.0250	0.0271	0.0271	109	109	73.0-124			0.0703	20
1,1,2-Trichloroethane	0.0250	0.0261	0.0263	104	105	80.0-120			0.855	20
Trichloroethene	0.0250	0.0274	0.0284	110	114	78.0-124			3.71	20
Trichlorofluoromethane	0.0250	0.0252	0.0254	101	101	59.0-147			0.749	20
1,2,3-Trichloropropane	0.0250	0.0300	0.0286	120	115	73.0-130			4.82	20
1,2,3-Trimethylbenzene	0.0250	0.0270	0.0265	108	106	77.0-120			2.09	20
1,2,4-Trimethylbenzene	0.0250	0.0267	0.0267	107	107	76.0-121			0.104	20
1,3,5-Trimethylbenzene	0.0250	0.0268	0.0268	107	107	76.0-122			0.222	20
Vinyl chloride	0.0250	0.0273	0.0276	109	110	67.0-131			1.34	20
Xylenes, Total	0.0750	0.0758	0.0781	101	104	79.0-123			2.99	20
(S) Toluene-d8				*101*	*101*	*80.0-120*				
(S) Dibromofluoromethane				*107*	*104*	*75.0-120*				
(S) 4-Bromofluorobenzene				*111*	*109*	*77.0-126*				

Method Blank (MB)

(MB) R3377561-2 01/20/19 03:00

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Acetone	U		0.0137	0.0250
Acrylonitrile	U		0.00190	0.0125
Benzene	U		0.000400	0.00100
Bromobenzene	U		0.00105	0.0125
Bromodichloromethane	U		0.000788	0.00250
Bromoform	U		0.00598	0.0250
Bromomethane	U		0.00370	0.0125
n-Butylbenzene	U		0.00384	0.0125
sec-Butylbenzene	U		0.00253	0.0125
tert-Butylbenzene	U		0.00155	0.00500
Carbon tetrachloride	U		0.00108	0.00500
Chlorobenzene	U		0.000573	0.00250
Chlorodibromomethane	U		0.000450	0.00250
Chloroethane	U		0.00108	0.00500
Chloroform	U		0.000415	0.00250
Chloromethane	U		0.00139	0.0125
2-Chlorotoluene	U		0.000920	0.00250
4-Chlorotoluene	U		0.00113	0.00500
1,2-Dibromo-3-Chloropropane	U		0.00510	0.0250
1,2-Dibromoethane	U		0.000525	0.00250
Dibromomethane	U		0.00100	0.00500
1,2-Dichlorobenzene	U		0.00145	0.00500
1,3-Dichlorobenzene	U		0.00170	0.00500
1,4-Dichlorobenzene	U		0.00197	0.00500
Dichlorodifluoromethane	U		0.000818	0.00250
1,1-Dichloroethane	U		0.000575	0.00250
1,2-Dichloroethane	U		0.000475	0.00250
1,1-Dichloroethene	U		0.000500	0.00250
cis-1,2-Dichloroethene	U		0.000690	0.00250
trans-1,2-Dichloroethene	U		0.00143	0.00500
1,2-Dichloropropane	U		0.00127	0.00500
1,1-Dichloropropene	U		0.000700	0.00250
1,3-Dichloropropane	U		0.00175	0.00500
cis-1,3-Dichloropropene	U		0.000678	0.00250
trans-1,3-Dichloropropene	U		0.00153	0.00500
2,2-Dichloropropane	U		0.000793	0.00250
Di-isopropyl ether	U		0.000350	0.00100
Ethylbenzene	U		0.000530	0.00250
Hexachloro-1,3-butadiene	U		0.0127	0.0250
Isopropylbenzene	U		0.000863	0.00250

Method Blank (MB)

(MB) R3377561-2 01/20/19 03:00

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
p-Isopropyltoluene	U		0.00233	0.00500
2-Butanone (MEK)	U		0.0125	0.0250
Methylene Chloride	0.00830	J	0.00664	0.0250
4-Methyl-2-pentanone (MIBK)	U		0.0100	0.0250
Methyl tert-butyl ether	U		0.000295	0.00100
Naphthalene	U		0.00312	0.0125
n-Propylbenzene	U		0.00118	0.00500
Styrene	U		0.00273	0.0125
1,1,1,2-Tetrachloroethane	U		0.000500	0.00250
1,1,2,2-Tetrachloroethane	U		0.000390	0.00250
Tetrachloroethene	U		0.000700	0.00250
Toluene	U		0.00125	0.00500
1,1,2-Trichlorotrifluoroethane	U		0.000675	0.00250
1,2,3-Trichlorobenzene	U		0.000625	0.00250
1,2,4-Trichlorobenzene	U		0.00482	0.0125
1,1,1-Trichloroethane	U		0.000275	0.00250
1,1,2-Trichloroethane	U		0.000883	0.00250
Trichloroethene	U		0.000400	0.00100
Trichlorofluoromethane	U		0.000500	0.00250
1,2,3-Trichloropropane	U		0.00510	0.0125
1,2,3-Trimethylbenzene	U		0.00115	0.00500
1,2,4-Trimethylbenzene	U		0.00116	0.00500
1,3,5-Trimethylbenzene	U		0.00108	0.00500
Vinyl chloride	U		0.000683	0.00250
Xylenes, Total	U		0.00478	0.00650
(S) Toluene-d8	*114*			*75.0-131*
(S) Dibromofluoromethane	*96.7*			*65.0-129*
(S) 4-Bromofluorobenzene	*95.6*			*67.0-138*

Laboratory Control Sample (LCS)

(LCS) R3377561-1 01/20/19 01:58

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Acetone	0.625	0.490	78.4	10.0-160	
Acrylonitrile	0.625	0.500	80.0	45.0-153	
Benzene	0.125	0.104	83.1	70.0-123	
Bromobenzene	0.125	0.116	92.5	73.0-121	
Bromodichloromethane	0.125	0.126	101	73.0-121	

Laboratory Control Sample (LCS)

(LCS) R3377561-1 01/20/19 01:58

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Bromoform	0.125	0.0851	68.0	64.0-132	
Bromomethane	0.125	0.122	97.3	56.0-147	
n-Butylbenzene	0.125	0.0987	79.0	68.0-135	
sec-Butylbenzene	0.125	0.104	83.0	74.0-130	
tert-Butylbenzene	0.125	0.105	83.8	75.0-127	
Carbon tetrachloride	0.125	0.103	82.6	66.0-128	
Chlorobenzene	0.125	0.106	84.9	76.0-128	
Chlorodibromomethane	0.125	0.110	87.8	74.0-127	
Chloroethane	0.125	0.107	85.6	61.0-134	
Chloroform	0.125	0.110	87.6	72.0-123	
Chloromethane	0.125	0.106	85.1	51.0-138	
2-Chlorotoluene	0.125	0.107	85.4	75.0-124	
4-Chlorotoluene	0.125	0.107	85.5	75.0-124	
1,2-Dibromo-3-Chloropropane	0.125	0.0659	52.7	59.0-130	J4
1,2-Dibromoethane	0.125	0.118	94.3	74.0-128	
Dibromomethane	0.125	0.129	103	75.0-122	
1,2-Dichlorobenzene	0.125	0.110	88.4	76.0-124	
1,3-Dichlorobenzene	0.125	0.102	81.3	76.0-125	
1,4-Dichlorobenzene	0.125	0.113	90.2	77.0-121	
Dichlorodifluoromethane	0.125	0.144	115	43.0-156	
1,1-Dichloroethane	0.125	0.108	86.0	70.0-127	
1,2-Dichloroethane	0.125	0.113	90.4	65.0-131	
1,1-Dichloroethene	0.125	0.107	85.9	65.0-131	
cis-1,2-Dichloroethene	0.125	0.101	80.7	73.0-125	
trans-1,2-Dichloroethene	0.125	0.105	84.2	71.0-125	
1,2-Dichloropropane	0.125	0.111	88.7	74.0-125	
1,1-Dichloropropene	0.125	0.101	81.2	73.0-125	
1,3-Dichloropropane	0.125	0.126	100	80.0-125	
cis-1,3-Dichloropropene	0.125	0.0977	78.2	76.0-127	
trans-1,3-Dichloropropene	0.125	0.113	90.2	73.0-127	
2,2-Dichloropropane	0.125	0.120	96.3	59.0-135	
Di-isopropyl ether	0.125	0.108	86.7	60.0-136	
Ethylbenzene	0.125	0.105	84.3	74.0-126	
Hexachloro-1,3-butadiene	0.125	0.103	82.2	57.0-150	
Isopropylbenzene	0.125	0.0992	79.4	72.0-127	
p-Isopropyltoluene	0.125	0.104	83.3	72.0-133	
2-Butanone (MEK)	0.625	0.443	71.0	30.0-160	
Methylene Chloride	0.125	0.114	90.8	68.0-123	
4-Methyl-2-pentanone (MIBK)	0.625	0.516	82.5	56.0-143	
Methyl tert-butyl ether	0.125	0.116	92.7	66.0-132	

Laboratory Control Sample (LCS)

(LCS) R3377561-1 01/20/19 01:58

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Naphthalene	0.125	0.0887	70.9	59.0-130	
n-Propylbenzene	0.125	0.0983	78.6	74.0-126	
Styrene	0.125	0.113	90.3	72.0-127	
1,1,1,2-Tetrachloroethane	0.125	0.104	83.6	74.0-129	
1,1,2,2-Tetrachloroethane	0.125	0.0850	68.0	68.0-128	
Tetrachloroethene	0.125	0.118	94.3	70.0-136	
Toluene	0.125	0.110	88.1	75.0-121	
1,1,2-Trichlorotrifluoroethane	0.125	0.124	99.3	61.0-139	
1,2,3-Trichlorobenzene	0.125	0.0930	74.4	59.0-139	
1,2,4-Trichlorobenzene	0.125	0.104	82.9	62.0-137	
1,1,1-Trichloroethane	0.125	0.136	109	69.0-126	
1,1,2-Trichloroethane	0.125	0.0996	79.7	78.0-123	
Trichloroethene	0.125	0.155	124	76.0-126	
Trichlorofluoromethane	0.125	0.120	96.4	61.0-142	
1,2,3-Trichloropropane	0.125	0.103	82.5	67.0-129	
1,2,3-Trimethylbenzene	0.125	0.0863	69.0	74.0-124	J4
1,2,4-Trimethylbenzene	0.125	0.0998	79.9	70.0-126	
1,3,5-Trimethylbenzene	0.125	0.102	81.2	73.0-127	
Vinyl chloride	0.125	0.112	89.6	63.0-134	
Xylenes, Total	0.375	0.370	98.7	72.0-127	
(S) Toluene-d8			*103*	*75.0-131*	
(S) Dibromofluoromethane			*104*	*65.0-129*	
(S) 4-Bromofluorobenzene			*96.1*	*67.0-138*	

L1061077-14 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1061077-14 01/20/19 05:44 • (MS) R3377561-3 01/20/19 10:10 • (MSD) R3377561-4 01/20/19 10:30

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Acetone	0.625	ND	0.720	0.494	115	79.0	1	10.0-160			37.4	40
Acrylonitrile	0.625	ND	0.607	0.497	97.1	79.4	1	10.0-160			20.0	40
Benzene	0.125	ND	0.0583	0.0613	46.6	49.1	1	10.0-149			5.14	37
Bromobenzene	0.125	ND	0.0866	0.0912	69.2	73.0	1	10.0-156			5.26	38
Bromodichloromethane	0.125	ND	0.0848	0.0903	67.8	72.3	1	10.0-143			6.34	37
Bromoform	0.125	ND	0.0601	0.0679	48.0	54.4	1	10.0-146			12.3	36
Bromomethane	0.125	ND	0.0347	0.0391	27.7	31.3	1	10.0-149			12.1	38
n-Butylbenzene	0.125	ND	0.102	0.0814	81.8	65.1	1	10.0-160			22.8	40
sec-Butylbenzene	0.125	ND	0.0802	0.0774	64.2	61.9	1	10.0-159			3.64	39
tert-Butylbenzene	0.125	ND	0.0860	0.0838	68.8	67.0	1	10.0-156			2.60	39

L1061077-14 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1061077-14 01/20/19 05:44 • (MS) R3377561-3 01/20/19 10:10 • (MSD) R3377561-4 01/20/19 10:30

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Carbon tetrachloride	0.125	ND	0.0600	0.0575	48.0	46.0	1	10.0-145			4.18	37
Chlorobenzene	0.125	ND	0.0753	0.0791	60.3	63.3	1	10.0-152			4.92	39
Chlorodibromomethane	0.125	ND	0.0831	0.0890	66.5	71.2	1	10.0-146			6.84	37
Chloroethane	0.125	ND	0.0435	0.0410	34.8	32.8	1	10.0-146			5.91	40
Chloroform	0.125	ND	0.0774	0.0785	62.0	62.8	1	10.0-146			1.36	37
Chloromethane	0.125	ND	0.0313	0.0288	25.0	23.0	1	10.0-159			8.25	37
2-Chlorotoluene	0.125	ND	0.0687	0.0689	55.0	55.1	1	10.0-159			0.288	38
4-Chlorotoluene	0.125	ND	0.109	0.0667	87.3	53.3	1	10.0-155		J3	48.3	39
1,2-Dibromo-3-Chloropropane	0.125	ND	0.0569	0.0565	45.5	45.2	1	10.0-151			0.725	39
1,2-Dibromoethane	0.125	ND	0.0869	0.105	69.5	83.9	1	10.0-148			18.8	34
Dibromomethane	0.125	ND	0.0893	0.0938	71.4	75.1	1	10.0-147			4.96	35
1,2-Dichlorobenzene	0.125	ND	0.0874	0.0907	69.9	72.6	1	10.0-155			3.72	37
1,3-Dichlorobenzene	0.125	ND	0.0754	0.0849	60.3	67.9	1	10.0-153			11.8	38
1,4-Dichlorobenzene	0.125	ND	0.0857	0.0896	68.6	71.7	1	10.0-151			4.42	38
Dichlorodifluoromethane	0.125	ND	0.0545	0.0528	43.6	42.2	1	10.0-160			3.18	35
1,1-Dichloroethane	0.125	ND	0.0693	0.0685	55.5	54.8	1	10.0-147			1.12	37
1,2-Dichloroethane	0.125	ND	0.0807	0.0887	64.5	70.9	1	10.0-148			9.47	35
1,1-Dichloroethene	0.125	ND	0.0456	0.0446	36.4	35.7	1	10.0-155			2.20	37
cis-1,2-Dichloroethene	0.125	ND	0.0587	0.0600	47.0	48.0	1	10.0-149			2.26	37
trans-1,2-Dichloroethene	0.125	ND	0.0455	0.0456	36.4	36.5	1	10.0-150			0.110	37
1,2-Dichloropropane	0.125	ND	0.0728	0.0692	58.2	55.4	1	10.0-148			5.01	37
1,1-Dichloropropene	0.125	ND	0.0548	0.0508	43.8	40.7	1	10.0-153			7.51	35
1,3-Dichloropropane	0.125	ND	0.0930	0.112	74.4	89.4	1	10.0-154			18.3	35
cis-1,3-Dichloropropene	0.125	ND	0.0649	0.0796	51.9	63.6	1	10.0-151			20.3	37
trans-1,3-Dichloropropene	0.125	ND	0.0817	0.0998	65.4	79.9	1	10.0-148			20.0	37
2,2-Dichloropropane	0.125	ND	0.0886	0.0918	70.8	73.5	1	10.0-138			3.64	36
Di-isopropyl ether	0.125	ND	0.0799	0.0884	63.9	70.8	1	10.0-147			10.1	36
Ethylbenzene	0.125	ND	0.0690	0.0758	55.2	60.7	1	10.0-160			9.39	38
Hexachloro-1,3-butadiene	0.125	ND	0.120	0.134	95.6	107	1	10.0-160			11.2	40
Isopropylbenzene	0.125	ND	0.0728	0.0721	58.2	57.7	1	10.0-155			0.992	38
p-Isopropyltoluene	0.125	ND	0.0837	0.0829	66.9	66.4	1	10.0-160			0.881	40
2-Butanone (MEK)	0.625	ND	0.501	0.483	80.1	77.2	1	10.0-160			3.68	40
Methylene Chloride	0.125	ND	0.0676	0.0714	54.1	57.1	1	10.0-141			5.52	37
4-Methyl-2-pentanone (MIBK)	0.625	ND	0.462	0.504	74.0	80.7	1	10.0-160			8.68	35
Methyl tert-butyl ether	0.125	ND	0.0984	0.107	78.7	85.7	1	11.0-147			8.50	35
Naphthalene	0.125	ND	0.0946	0.104	75.7	83.1	1	10.0-160			9.28	36
n-Propylbenzene	0.125	ND	0.0703	0.0716	56.3	57.3	1	10.0-158			1.83	38
Styrene	0.125	ND	0.0856	0.0877	68.5	70.2	1	10.0-160			2.49	40
1,1,1,2-Tetrachloroethane	0.125	ND	0.0768	0.0819	61.5	65.6	1	10.0-149			6.46	39
1,1,2,2-Tetrachloroethane	0.125	ND	0.244	0.268	195	214	1	10.0-160	J5	J5	9.47	35

L1061077-14 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1061077-14 01/20/19 05:44 • (MS) R3377561-3 01/20/19 10:10 • (MSD) R3377561-4 01/20/19 10:30

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Tetrachloroethene	0.125	ND	0.0600	0.0668	48.0	53.4	1	10.0-156			10.7	39
Toluene	0.125	ND	0.0683	0.0709	54.7	56.7	1	10.0-156			3.73	38
1,1,2-Trichlorotrifluoroethane	0.125	ND	0.0767	0.0735	61.4	58.8	1	10.0-160			4.31	36
1,2,3-Trichlorobenzene	0.125	ND	0.0928	0.106	74.3	85.2	1	10.0-160			13.7	40
1,2,4-Trichlorobenzene	0.125	ND	0.0965	0.107	77.2	86.0	1	10.0-160			10.8	40
1,1,1-Trichloroethane	0.125	ND	0.0801	0.0784	64.1	62.7	1	10.0-144			2.19	35
1,1,2-Trichloroethane	0.125	ND	0.0783	0.0907	62.6	72.5	1	10.0-160			14.7	35
Trichloroethene	0.125	ND	0.0813	0.0804	65.1	64.3	1	10.0-156			1.16	38
Trichlorofluoromethane	0.125	ND	0.0614	0.0562	49.1	45.0	1	10.0-160			8.82	40
1,2,3-Trichloropropane	0.125	ND	0.0943	0.0969	75.5	77.6	1	10.0-156			2.74	35
1,2,3-Trimethylbenzene	0.125	ND	0.0910	0.0948	72.8	75.8	1	10.0-160			4.08	36
1,2,4-Trimethylbenzene	0.125	ND	0.0809	0.0790	64.8	63.2	1	10.0-160			2.49	36
1,3,5-Trimethylbenzene	0.125	ND	0.0775	0.0782	62.0	62.6	1	10.0-160			0.863	38
Vinyl chloride	0.125	ND	0.0282	0.0334	22.6	26.7	1	10.0-160			16.9	37
Xylenes, Total	0.375	ND	0.261	0.262	69.5	69.8	1	10.0-160			0.498	38
(S) Toluene-d8					*105*	*108*		*75.0-131*				
(S) Dibromofluoromethane					*101*	*97.8*		*65.0-129*				
(S) 4-Bromofluorobenzene					*98.2*	*105*		*67.0-138*				

Method Blank (MB)

(MB) R3376998-1 01/18/19 12:45

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
C10-C28 Diesel Range	U		1.61	4.00
C28-C40 Oil Range	U		0.274	4.00
(S) o-Terphenyl	*88.4*			*18.0-148*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3376998-2 01/18/19 13:01 • (LCSD) R3376998-3 01/18/19 13:16

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
C10-C28 Diesel Range	50.0	42.6	42.6	85.2	85.2	50.0-150			0.000	20
(S) o-Terphenyl				*101*	*104*	*18.0-148*				

Method Blank (MB)

(MB) R3376779-3 01/18/19 00:40

Analyte	MB Result mg/l	MB Qualifier	MB MDL mg/l	MB RDL mg/l
Acenaphthene	U		0.000316	0.00100
Acenaphthylene	U		0.000309	0.00100
Anthracene	U		0.000291	0.00100
Benzidine	U		0.00432	0.0100
Benzo(a)anthracene	U		0.0000975	0.00100
Benzo(b)fluoranthene	U		0.0000896	0.00100
Benzo(k)fluoranthene	U		0.000355	0.00100
Benzo(g,h,i)perylene	U		0.000161	0.00100
Benzo(a)pyrene	U		0.000340	0.00100
Bis(2-chlorethoxy)methane	U		0.000329	0.0100
Bis(2-chloroethyl)ether	U		0.00162	0.0100
Bis(2-chloroisopropyl)ether	U		0.000445	0.0100
4-Bromophenyl-phenylether	U		0.000335	0.0100
2-Chloronaphthalene	U		0.000330	0.00100
4-Chlorophenyl-phenylether	U		0.000303	0.0100
Chrysene	U		0.000332	0.00100
Dibenz(a,h)anthracene	U		0.000279	0.00100
3,3-Dichlorobenzidine	U		0.00202	0.0100
2,4-Dinitrotoluene	U		0.00165	0.0100
2,6-Dinitrotoluene	U		0.000279	0.0100
Fluoranthene	U		0.000310	0.00100
Fluorene	U		0.000323	0.00100
Hexachlorobenzene	U		0.000341	0.00100
Hexachloro-1,3-butadiene	U		0.000329	0.0100
Hexachlorocyclopentadiene	U		0.00233	0.0100
Hexachloroethane	U		0.000365	0.0100
Indeno(1,2,3-cd)pyrene	U		0.000279	0.00100
Isophorone	U		0.000272	0.0100
Naphthalene	U		0.000372	0.00100
Nitrobenzene	U		0.000367	0.0100
n-Nitrosodimethylamine	U		0.00126	0.0100
n-Nitrosodiphenylamine	U		0.00119	0.0100
n-Nitrosodi-n-propylamine	U		0.000403	0.0100
Phenanthrene	U		0.000366	0.00100
Benzylbutyl phthalate	U		0.000275	0.00300
Bis(2-ethylhexyl)phthalate	U		0.000709	0.00300
Di-n-butyl phthalate	U		0.000266	0.00300
Diethyl phthalate	U		0.000282	0.00300
Dimethyl phthalate	U		0.000283	0.00300
Di-n-octyl phthalate	U		0.000278	0.00300

Method Blank (MB)

(MB) R3376779-3 01/18/19 00:40

Analyte	MB Result mg/l	MB Qualifier	MB MDL mg/l	MB RDL mg/l
Pyrene	U		0.000330	0.00100
1,2,4-Trichlorobenzene	U		0.000355	0.0100
4-Chloro-3-methylphenol	U		0.000263	0.0100
2-Chlorophenol	U		0.000283	0.0100
2,4-Dichlorophenol	U		0.000284	0.0100
2,4-Dimethylphenol	U		0.000624	0.0100
4,6-Dinitro-2-methylphenol	U		0.00262	0.0100
2,4-Dinitrophenol	U		0.00325	0.0100
2-Nitrophenol	U		0.000320	0.0100
4-Nitrophenol	U		0.00201	0.0100
Pentachlorophenol	U		0.000313	0.0100
Phenol	U		0.000334	0.0100
2,4,6-Trichlorophenol	U		0.000297	0.0100
(S) 2-Fluorophenol	*32.9*			*10.0-120*
(S) Phenol-d5	*19.1*			*10.0-120*
(S) Nitrobenzene-d5	*49.2*			*10.0-127*
(S) 2-Fluorobiphenyl	*45.7*			*10.0-130*
(S) 2,4,6-Tribromophenol	*41.1*			*10.0-155*
(S) p-Terphenyl-d14	*50.7*			*10.0-128*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3376779-1 01/17/19 23:53 • (LCSD) R3376779-2 01/18/19 00:16

Analyte	Spike Amount mg/l	LCS Result mg/l	LCSD Result mg/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Acenaphthene	0.0500	0.0323	0.0285	64.6	57.0	41.0-120			12.5	22
Acenaphthylene	0.0500	0.0319	0.0286	63.8	57.2	43.0-120			10.9	22
Anthracene	0.0500	0.0327	0.0291	65.4	58.2	45.0-120			11.7	20
Benzidine	0.0500	0.0100	0.0168	20.0	33.6	1.00-120		J3	50.7	36
Benzo(a)anthracene	0.0500	0.0321	0.0287	64.2	57.4	47.0-120			11.2	20
Benzo(b)fluoranthene	0.0500	0.0349	0.0297	69.8	59.4	46.0-120			16.1	20
Benzo(k)fluoranthene	0.0500	0.0336	0.0312	67.2	62.4	46.0-120			7.41	21
Benzo(g,h,i)perylene	0.0500	0.0352	0.0315	70.4	63.0	48.0-121			11.1	20
Benzo(a)pyrene	0.0500	0.0333	0.0297	66.6	59.4	47.0-120			11.4	20
Bis(2-chlorethoxy)methane	0.0500	0.0289	0.0261	57.8	52.2	33.0-120			10.2	24
Bis(2-chloroethyl)ether	0.0500	0.0337	0.0294	67.4	58.8	23.0-120			13.6	33
Bis(2-chloroisopropyl)ether	0.0500	0.0319	0.0284	63.8	56.8	28.0-120			11.6	31
4-Bromophenyl-phenylether	0.0500	0.0328	0.0292	65.6	58.4	45.0-120			11.6	20
2-Chloronaphthalene	0.0500	0.0299	0.0250	59.8	50.0	37.0-120			17.9	25

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3376779-1 01/17/19 23:53 • (LCSD) R3376779-2 01/18/19 00:16

Analyte	Spike Amount mg/l	LCS Result mg/l	LCSD Result mg/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
4-Chlorophenyl-phenylether	0.0500	0.0330	0.0297	66.0	59.4	44.0-120			10.5	20
Chrysene	0.0500	0.0343	0.0307	68.6	61.4	48.0-120			11.1	20
Dibenz(a,h)anthracene	0.0500	0.0357	0.0315	71.4	63.0	47.0-120			12.5	20
3,3-Dichlorobenzidine	0.0500	0.0353	0.0318	70.6	63.6	44.0-120			10.4	20
2,4-Dinitrotoluene	0.0500	0.0367	0.0335	73.4	67.0	49.0-124			9.12	20
2,6-Dinitrotoluene	0.0500	0.0356	0.0317	71.2	63.4	46.0-120			11.6	21
Fluoranthene	0.0500	0.0343	0.0309	68.6	61.8	51.0-120			10.4	20
Fluorene	0.0500	0.0330	0.0293	66.0	58.6	47.0-120			11.9	20
Hexachlorobenzene	0.0500	0.0341	0.0304	68.2	60.8	44.0-120			11.5	20
Hexachloro-1,3-butadiene	0.0500	0.0255	0.0177	51.0	35.4	19.0-120		J3	36.1	32
Hexachlorocyclopentadiene	0.0500	0.0230	0.0171	46.0	34.2	15.0-120			29.4	31
Hexachloroethane	0.0500	0.0274	0.0187	54.8	37.4	15.0-120		J3	37.7	37
Indeno(1,2,3-cd)pyrene	0.0500	0.0350	0.0311	70.0	62.2	49.0-122			11.8	20
Isophorone	0.0500	0.0311	0.0284	62.2	56.8	36.0-120			9.08	23
Naphthalene	0.0500	0.0278	0.0234	55.6	46.8	27.0-120			17.2	27
Nitrobenzene	0.0500	0.0310	0.0283	62.0	56.6	27.0-120			9.11	29
n-Nitrosodimethylamine	0.0500	0.0210	0.0190	42.0	38.0	10.0-120			10.0	40
n-Nitrosodiphenylamine	0.0500	0.0328	0.0293	65.6	58.6	47.0-120			11.3	20
n-Nitrosodi-n-propylamine	0.0500	0.0333	0.0295	66.6	59.0	31.0-120			12.1	28
Phenanthrene	0.0500	0.0321	0.0286	64.2	57.2	46.0-120			11.5	20
Benzylbutyl phthalate	0.0500	0.0362	0.0322	72.4	64.4	43.0-121			11.7	20
Bis(2-ethylhexyl)phthalate	0.0500	0.0354	0.0317	70.8	63.4	43.0-122			11.0	20
Di-n-butyl phthalate	0.0500	0.0368	0.0328	73.6	65.6	49.0-121			11.5	20
Diethyl phthalate	0.0500	0.0370	0.0327	74.0	65.4	48.0-122			12.3	20
Dimethyl phthalate	0.0500	0.0340	0.0311	68.0	62.2	48.0-120			8.91	20
Di-n-octyl phthalate	0.0500	0.0376	0.0340	75.2	68.0	42.0-125			10.1	20
Pyrene	0.0500	0.0337	0.0304	67.4	60.8	47.0-120			10.3	20
1,2,4-Trichlorobenzene	0.0500	0.0263	0.0206	52.6	41.2	24.0-120			24.3	29
4-Chloro-3-methylphenol	0.0500	0.0317	0.0284	63.4	56.8	40.0-120			11.0	21
2-Chlorophenol	0.0500	0.0324	0.0279	64.8	55.8	25.0-120			14.9	35
2,4-Dichlorophenol	0.0500	0.0315	0.0281	63.0	56.2	36.0-120			11.4	26
2,4-Dimethylphenol	0.0500	0.0304	0.0273	60.8	54.6	33.0-120			10.7	26
4,6-Dinitro-2-methylphenol	0.0500	0.0397	0.0361	79.4	72.2	38.0-138			9.50	25
2,4-Dinitrophenol	0.0500	0.0409	0.0382	81.8	76.4	10.0-120			6.83	39
2-Nitrophenol	0.0500	0.0353	0.0317	70.6	63.4	31.0-120			10.7	29
4-Nitrophenol	0.0500	0.0146	0.0122	29.2	24.4	10.0-120			17.9	33
Pentachlorophenol	0.0500	0.0328	0.0286	65.6	57.2	23.0-120			13.7	25
Phenol	0.0500	0.0136	0.0114	27.2	22.8	10.0-120			17.6	36
2,4,6-Trichlorophenol	0.0500	0.0346	0.0312	69.2	62.4	42.0-120			10.3	23
(S) 2-Fluorophenol				*36.4*	*30.5*	*10.0-120*				

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3376779-1 01/17/19 23:53 • (LCSD) R3376779-2 01/18/19 00:16

Analyte	Spike Amount mg/l	LCS Result mg/l	LCSD Result mg/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
(S) Phenol-d5				*21.1*	*17.9*	*10.0-120*				
(S) Nitrobenzene-d5				*51.3*	*45.8*	*10.0-127*				
(S) 2-Fluorobiphenyl				*50.5*	*46.1*	*10.0-130*				
(S) 2,4,6-Tribromophenol				*54.5*	*48.8*	*10.0-155*				
(S) p-Terphenyl-d14				*54.6*	*49.8*	*10.0-128*				

Method Blank (MB)

(MB) R3377282-3 01/20/19 12:02

Analyte	MB Result mg/l	MB Qualifier	MB MDL mg/l	MB RDL mg/l
Acenaphthene	U		0.000316	0.00100
Acenaphthylene	U		0.000309	0.00100
Anthracene	U		0.000291	0.00100
Benzidine	U		0.00432	0.0100
Benzo(a)anthracene	U		0.0000975	0.00100
Benzo(b)fluoranthene	U		0.0000896	0.00100
Benzo(k)fluoranthene	U		0.000355	0.00100
Benzo(g,h,i)perylene	U		0.000161	0.00100
Benzo(a)pyrene	U		0.000340	0.00100
Bis(2-chlorethoxy)methane	U		0.000329	0.0100
Bis(2-chloroethyl)ether	U		0.00162	0.0100
Bis(2-chloroisopropyl)ether	U		0.000445	0.0100
4-Bromophenyl-phenylether	U		0.000335	0.0100
2-Chloronaphthalene	U		0.000330	0.00100
4-Chlorophenyl-phenylether	U		0.000303	0.0100
Chrysene	U		0.000332	0.00100
Dibenz(a,h)anthracene	U		0.000279	0.00100
3,3-Dichlorobenzidine	U		0.00202	0.0100
2,4-Dinitrotoluene	U		0.00165	0.0100
2,6-Dinitrotoluene	U		0.000279	0.0100
Fluoranthene	U		0.000310	0.00100
Naphthalene	U		0.000372	0.00100
Fluorene	U		0.000323	0.00100
Hexachlorobenzene	U		0.000341	0.00100
Hexachloro-1,3-butadiene	U		0.000329	0.0100
Hexachlorocyclopentadiene	U		0.00233	0.0100
Hexachloroethane	U		0.000365	0.0100
Benzylbutyl phthalate	U		0.000275	0.00300
Indeno(1,2,3-cd)pyrene	U		0.000279	0.00100
Bis(2-ethylhexyl)phthalate	U		0.000709	0.00300
Isophorone	U		0.000272	0.0100
Di-n-butyl phthalate	U		0.000266	0.00300
Diethyl phthalate	U		0.000282	0.00300
Dimethyl phthalate	U		0.000283	0.00300
Di-n-octyl phthalate	U		0.000278	0.00300
Nitrobenzene	U		0.000367	0.0100
n-Nitrosodimethylamine	U		0.00126	0.0100
n-Nitrosodiphenylamine	U		0.00119	0.0100
n-Nitrosodi-n-propylamine	U		0.000403	0.0100
Phenanthrene	U		0.000366	0.00100

Method Blank (MB)

(MB) R3377282-3 01/20/19 12:02

Analyte	MB Result mg/l	MB Qualifier	MB MDL mg/l	MB RDL mg/l
Phenol	U		0.000334	0.0100
Pyrene	U		0.000330	0.00100
1,2,4-Trichlorobenzene	U		0.000355	0.0100
4-Chloro-3-methylphenol	U		0.000263	0.0100
2-Chlorophenol	U		0.000283	0.0100
2,4-Dichlorophenol	U		0.000284	0.0100
2,4-Dimethylphenol	U		0.000624	0.0100
4,6-Dinitro-2-methylphenol	U		0.00262	0.0100
2,4-Dinitrophenol	U		0.00325	0.0100
2-Nitrophenol	U		0.000320	0.0100
4-Nitrophenol	U		0.00201	0.0100
Pentachlorophenol	U		0.000313	0.0100
2,4,6-Trichlorophenol	U		0.000297	0.0100
(S) Nitrobenzene-d5	*42.1*			*10.0-127*
(S) 2-Fluorobiphenyl	*40.3*			*10.0-130*
(S) p-Terphenyl-d14	*49.8*			*10.0-128*
(S) Phenol-d5	*15.8*			*10.0-120*
(S) 2-Fluorophenol	*27.9*			*10.0-120*
(S) 2,4,6-Tribromophenol	*38.5*			*10.0-155*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3377282-1 01/20/19 10:53 • (LCSD) R3377282-2 01/20/19 11:16

Analyte	Spike Amount mg/l	LCS Result mg/l	LCSD Result mg/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Acenaphthene	0.0500	0.0320	0.0287	64.0	57.4	41.0-120			10.9	22
Acenaphthylene	0.0500	0.0320	0.0285	64.0	57.0	43.0-120			11.6	22
Anthracene	0.0500	0.0322	0.0294	64.4	58.8	45.0-120			9.09	20
Naphthalene	0.0500	0.0275	0.0243	55.0	48.6	27.0-120			12.4	27
Benzidine	0.0500	0.00698	0.00804	14.0	16.1	1.00-120			14.1	36
Benzo(a)anthracene	0.0500	0.0309	0.0292	61.8	58.4	47.0-120			5.66	20
Benzo(b)fluoranthene	0.0500	0.0313	0.0313	62.6	62.6	46.0-120			0.000	20
Benzo(k)fluoranthene	0.0500	0.0345	0.0308	69.0	61.6	46.0-120			11.3	21
Benzo(g,h,i)perylene	0.0500	0.0346	0.0328	69.2	65.6	48.0-121			5.34	20
Benzo(a)pyrene	0.0500	0.0321	0.0301	64.2	60.2	47.0-120			6.43	20
Benzylbutyl phthalate	0.0500	0.0320	0.0297	64.0	59.4	43.0-121			7.46	20
Bis(2-ethylhexyl)phthalate	0.0500	0.0309	0.0291	61.8	58.2	43.0-122			6.00	20
Bis(2-chlorethoxy)methane	0.0500	0.0282	0.0245	56.4	49.0	33.0-120			14.0	24
Di-n-butyl phthalate	0.0500	0.0330	0.0307	66.0	61.4	49.0-121			7.22	20

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3377282-1 01/20/19 10:53 • (LCSD) R3377282-2 01/20/19 11:16

Analyte	Spike Amount mg/l	LCS Result mg/l	LCSD Result mg/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Bis(2-chloroethyl)ether	0.0500	0.0294	0.0251	58.8	50.2	23.0-120			15.8	33
Diethyl phthalate	0.0500	0.0324	0.0303	64.8	60.6	48.0-122			6.70	20
Bis(2-chloroisopropyl)ether	0.0500	0.0302	0.0272	60.4	54.4	28.0-120			10.5	31
Dimethyl phthalate	0.0500	0.0325	0.0297	65.0	59.4	48.0-120			9.00	20
4-Bromophenyl-phenylether	0.0500	0.0334	0.0306	66.8	61.2	45.0-120			8.75	20
Di-n-octyl phthalate	0.0500	0.0317	0.0297	63.4	59.4	42.0-125			6.51	20
2-Chloronaphthalene	0.0500	0.0303	0.0267	60.6	53.4	37.0-120			12.6	25
4-Chlorophenyl-phenylether	0.0500	0.0327	0.0297	65.4	59.4	44.0-120			9.62	20
Chrysene	0.0500	0.0334	0.0316	66.8	63.2	48.0-120			5.54	20
Dibenz(a,h)anthracene	0.0500	0.0343	0.0321	68.6	64.2	47.0-120			6.63	20
3,3-Dichlorobenzidine	0.0500	0.0303	0.0296	60.6	59.2	44.0-120			2.34	20
2,4-Dinitrotoluene	0.0500	0.0354	0.0321	70.8	64.2	49.0-124			9.78	20
2,6-Dinitrotoluene	0.0500	0.0334	0.0310	66.8	62.0	46.0-120			7.45	21
Fluoranthene	0.0500	0.0328	0.0307	65.6	61.4	51.0-120			6.61	20
Fluorene	0.0500	0.0320	0.0289	64.0	57.8	47.0-120			10.2	20
Hexachlorobenzene	0.0500	0.0348	0.0316	69.6	63.2	44.0-120			9.64	20
Hexachloro-1,3-butadiene	0.0500	0.0255	0.0222	51.0	44.4	19.0-120			13.8	32
Hexachlorocyclopentadiene	0.0500	0.0242	0.0209	48.4	41.8	15.0-120			14.6	31
Hexachloroethane	0.0500	0.0245	0.0210	49.0	42.0	15.0-120			15.4	37
Indeno(1,2,3-cd)pyrene	0.0500	0.0336	0.0317	67.2	63.4	49.0-122			5.82	20
Isophorone	0.0500	0.0285	0.0255	57.0	51.0	36.0-120			11.1	23
Phenol	0.0500	0.0129	0.0117	25.8	23.4	10.0-120			9.76	36
Nitrobenzene	0.0500	0.0279	0.0249	55.8	49.8	27.0-120			11.4	29
n-Nitrosodimethylamine	0.0500	0.0163	0.0158	32.6	31.6	10.0-120			3.12	40
n-Nitrosodiphenylamine	0.0500	0.0332	0.0302	66.4	60.4	47.0-120			9.46	20
n-Nitrosodi-n-propylamine	0.0500	0.0294	0.0265	58.8	53.0	31.0-120			10.4	28
Phenanthrene	0.0500	0.0319	0.0288	63.8	57.6	46.0-120			10.2	20
Pyrene	0.0500	0.0329	0.0311	65.8	62.2	47.0-120			5.63	20
1,2,4-Trichlorobenzene	0.0500	0.0271	0.0237	54.2	47.4	24.0-120			13.4	29
4-Chloro-3-methylphenol	0.0500	0.0285	0.0257	57.0	51.4	40.0-120			10.3	21
2-Chlorophenol	0.0500	0.0297	0.0260	59.4	52.0	25.0-120			13.3	35
2,4-Dichlorophenol	0.0500	0.0315	0.0281	63.0	56.2	36.0-120			11.4	26
2,4-Dimethylphenol	0.0500	0.0289	0.0259	57.8	51.8	33.0-120			10.9	26
4,6-Dinitro-2-methylphenol	0.0500	0.0353	0.0332	70.6	66.4	38.0-138			6.13	25
2,4-Dinitrophenol	0.0500	0.0312	0.0291	62.4	58.2	10.0-120			6.97	39
2-Nitrophenol	0.0500	0.0342	0.0294	68.4	58.8	31.0-120			15.1	29
4-Nitrophenol	0.0500	0.0146	0.0135	29.2	27.0	10.0-120			7.83	33
Pentachlorophenol	0.0500	0.0357	0.0334	71.4	66.8	23.0-120			6.66	25
2,4,6-Trichlorophenol	0.0500	0.0344	0.0312	68.8	62.4	42.0-120			9.76	23
(S) Nitrobenzene-d5				*46.7*	*40.9*	*10.0-127*				

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3377282-1 01/20/19 10:53 • (LCSD) R3377282-2 01/20/19 11:16

Analyte	Spike Amount mg/l	LCS Result mg/l	LCSD Result mg/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
(S) 2-Fluorobiphenyl				*49.5*	*43.5*	*10.0-130*				
(S) p-Terphenyl-d14				*53.8*	*50.2*	*10.0-128*				
(S) Phenol-d5				*20.3*	*17.9*	*10.0-120*				
(S) 2-Fluorophenol				*33.8*	*29.3*	*10.0-120*				
(S) 2,4,6-Tribromophenol				*57.5*	*53.0*	*10.0-155*				

Method Blank (MB)

(MB) R3377811-3 01/22/19 11:06

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Acenaphthene	U		0.00642	0.0333
Acenaphthylene	U		0.00671	0.0333
Anthracene	U		0.00632	0.0333
Benzidine	U		0.0637	0.333
Benzo(a)anthracene	U		0.00428	0.0333
Benzo(b)fluoranthene	U		0.00695	0.0333
Benzo(k)fluoranthene	U		0.00582	0.0333
Benzo(g,h,i)perylene	U		0.00721	0.0333
Benzo(a)pyrene	U		0.00548	0.0333
Bis(2-chlorethoxy)methane	U		0.00770	0.333
Bis(2-chloroethyl)ether	U		0.00896	0.333
Bis(2-chloroisopropyl)ether	U		0.00760	0.333
4-Bromophenyl-phenylether	U		0.0114	0.333
2-Chloronaphthalene	U		0.00639	0.0333
4-Chlorophenyl-phenylether	U		0.00627	0.333
Chrysene	U		0.00555	0.0333
Dibenz(a,h)anthracene	U		0.00821	0.0333
3,3-Dichlorobenzidine	U		0.0794	0.333
2,4-Dinitrotoluene	U		0.00607	0.333
2,6-Dinitrotoluene	U		0.00737	0.333
Fluoranthene	U		0.00496	0.0333
Fluorene	U		0.00682	0.0333
Hexachlorobenzene	U		0.00856	0.333
Hexachloro-1,3-butadiene	U		0.0100	0.333
Hexachlorocyclopentadiene	U		0.0587	0.333
Hexachloroethane	U		0.0134	0.333
Indeno(1,2,3-cd)pyrene	U		0.00772	0.0333
Isophorone	U		0.00522	0.333
Naphthalene	U		0.00889	0.0333
Nitrobenzene	U		0.00695	0.333
n-Nitrosodimethylamine	U		0.0647	0.333
n-Nitrosodiphenylamine	U		0.0900	0.333
n-Nitrosodi-n-propylamine	U		0.00906	0.333
Phenanthrene	U		0.00528	0.0333
Benzylbutyl phthalate	U		0.0103	0.333
Bis(2-ethylhexyl)phthalate	U		0.0120	0.333
Di-n-butyl phthalate	U		0.0109	0.333
Diethyl phthalate	U		0.00691	0.333
Dimethyl phthalate	U		0.00540	0.333
Di-n-octyl phthalate	U		0.00907	0.333

Method Blank (MB)

(MB) R3377811-3 01/22/19 11:06

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Pyrene	U		0.0123	0.0333
1,2,4-Trichlorobenzene	U		0.00876	0.333
4-Chloro-3-methylphenol	U		0.00477	0.333
2-Chlorophenol	U		0.00831	0.333
2,4-Dichlorophenol	U		0.00746	0.333
2,4-Dimethylphenol	U		0.0471	0.333
4,6-Dinitro-2-methylphenol	U		0.124	0.333
2,4-Dinitrophenol	U		0.0980	0.333
2-Nitrophenol	U		0.0130	0.333
4-Nitrophenol	U		0.0525	0.333
Pentachlorophenol	U		0.0480	0.333
Phenol	U		0.00695	0.333
2,4,6-Trichlorophenol	U		0.00779	0.333
(S) Nitrobenzene-d5	*102*			*10.0-122*
(S) 2-Fluorobiphenyl	*94.3*			*15.0-120*
(S) p-Terphenyl-d14	*104*			*10.0-120*
(S) Phenol-d5	*90.2*			*10.0-120*
(S) 2-Fluorophenol	*108*			*12.0-120*
(S) 2,4,6-Tribromophenol	*89.9*			*10.0-127*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3377811-1 01/22/19 10:19 • (LCSD) R3377811-2 01/22/19 10:42

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Acenaphthene	0.666	0.612	0.588	91.9	88.3	38.0-120			4.00	22
Acenaphthylene	0.666	0.608	0.584	91.3	87.7	40.0-120			4.03	22
Anthracene	0.666	0.599	0.579	89.9	86.9	42.0-120			3.40	20
Benzidine	0.666	ND	ND	0.000	0.000	1.00-120	J4	J4	0.000	40
Benzo(a)anthracene	0.666	0.664	0.644	99.7	96.7	44.0-120			3.06	20
Benzo(b)fluoranthene	0.666	0.645	0.627	96.8	94.1	43.0-120			2.83	22
Benzo(k)fluoranthene	0.666	0.670	0.629	101	94.4	44.0-120			6.31	21
Benzo(g,h,i)perylene	0.666	0.664	0.645	99.7	96.8	43.0-120			2.90	22
Benzo(a)pyrene	0.666	0.640	0.614	96.1	92.2	45.0-120			4.15	20
Bis(2-chlorethoxy)methane	0.666	0.564	0.545	84.7	81.8	20.0-120			3.43	23
Bis(2-chloroethyl)ether	0.666	0.609	0.588	91.4	88.3	16.0-120			3.51	31
Bis(2-chloroisopropyl)ether	0.666	0.547	0.525	82.1	78.8	23.0-120			4.10	30
4-Bromophenyl-phenylether	0.666	0.652	0.620	97.9	93.1	40.0-120			5.03	21
2-Chloronaphthalene	0.666	0.575	0.554	86.3	83.2	35.0-120			3.72	24

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3377811-1 01/22/19 10:19 • (LCSD) R3377811-2 01/22/19 10:42

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
4-Chlorophenyl-phenylether	0.666	0.639	0.609	95.9	91.4	40.0-120			4.81	22
Chrysene	0.666	0.658	0.634	98.8	95.2	43.0-120			3.72	20
Dibenz(a,h)anthracene	0.666	0.642	0.626	96.4	94.0	44.0-120			2.52	22
3,3-Dichlorobenzidine	0.666	0.480	0.478	72.1	71.8	28.0-120			0.418	23
2,4-Dinitrotoluene	0.666	0.693	0.672	104	101	45.0-120			3.08	21
2,6-Dinitrotoluene	0.666	0.635	0.614	95.3	92.2	42.0-120			3.36	21
Fluoranthene	0.666	0.662	0.639	99.4	95.9	44.0-120			3.54	21
Fluorene	0.666	0.602	0.585	90.4	87.8	41.0-120			2.86	22
Hexachlorobenzene	0.666	0.669	0.637	100	95.6	39.0-120			4.90	21
Hexachloro-1,3-butadiene	0.666	0.615	0.595	92.3	89.3	15.0-120			3.31	28
Hexachlorocyclopentadiene	0.666	0.595	0.565	89.3	84.8	15.0-120			5.17	31
Hexachloroethane	0.666	0.554	0.535	83.2	80.3	17.0-120			3.49	31
Indeno(1,2,3-cd)pyrene	0.666	0.638	0.620	95.8	93.1	45.0-120			2.86	21
Isophorone	0.666	0.590	0.572	88.6	85.9	23.0-120			3.10	23
Naphthalene	0.666	0.556	0.538	83.5	80.8	18.0-120			3.29	24
Nitrobenzene	0.666	0.613	0.592	92.0	88.9	17.0-120			3.49	26
n-Nitrosodimethylamine	0.666	0.540	0.490	81.1	73.6	10.0-125			9.71	33
n-Nitrosodiphenylamine	0.666	0.562	0.534	84.4	80.2	40.0-120			5.11	21
n-Nitrosodi-n-propylamine	0.666	0.586	0.559	88.0	83.9	26.0-120			4.72	27
Phenanthrene	0.666	0.599	0.572	89.9	85.9	42.0-120			4.61	20
Benzylbutyl phthalate	0.666	0.599	0.586	89.9	88.0	40.0-120			2.19	21
Bis(2-ethylhexyl)phthalate	0.666	0.610	0.595	91.6	89.3	41.0-120			2.49	21
Di-n-butyl phthalate	0.666	0.661	0.633	99.2	95.0	43.0-120			4.33	20
Diethyl phthalate	0.666	0.642	0.612	96.4	91.9	43.0-120			4.78	21
Dimethyl phthalate	0.666	0.631	0.605	94.7	90.8	43.0-120			4.21	22
Di-n-octyl phthalate	0.666	0.644	0.623	96.7	93.5	40.0-120			3.31	21
Pyrene	0.666	0.626	0.602	94.0	90.4	41.0-120			3.91	21
1,2,4-Trichlorobenzene	0.666	0.580	0.551	87.1	82.7	17.0-120			5.13	26
4-Chloro-3-methylphenol	0.666	0.457	0.413	68.6	62.0	28.0-120			10.1	20
2-Chlorophenol	0.666	0.570	0.543	85.6	81.5	28.0-120			4.85	28
2,4-Dichlorophenol	0.666	0.559	0.543	83.9	81.5	25.0-120			2.90	21
2,4-Dimethylphenol	0.666	0.338	0.290	50.8	43.5	15.0-120			15.3	26
4,6-Dinitro-2-methylphenol	0.666	0.731	0.687	110	103	16.0-120			6.21	33
2,4-Dinitrophenol	0.666	0.580	0.573	87.1	86.0	10.0-120			1.21	40
2-Nitrophenol	0.666	0.672	0.650	101	97.6	20.0-120			3.33	25
4-Nitrophenol	0.666	0.336	0.273	50.5	41.0	27.0-120			20.7	24
Pentachlorophenol	0.666	0.523	0.454	78.5	68.2	29.0-120			14.1	25
Phenol	0.666	0.555	0.493	83.3	74.0	28.0-120			11.8	27
2,4,6-Trichlorophenol	0.666	0.469	0.436	70.4	65.5	37.0-120			7.29	24
(S) Nitrobenzene-d5				*94.3*	*89.8*	*10.0-122*				

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3377811-1 01/22/19 10:19 • (LCSD) R3377811-2 01/22/19 10:42

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
(S) 2-Fluorobiphenyl				*90.1*	*85.0*	*15.0-120*				
(S) p-Terphenyl-d14				*97.6*	*93.4*	*10.0-120*				
(S) Phenol-d5				*88.3*	*83.2*	*10.0-120*				
(S) 2-Fluorophenol				*103*	*99.1*	*12.0-120*				
(S) 2,4,6-Tribromophenol				*91.0*	*82.4*	*10.0-127*				

L1061626-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1061626-01 01/22/19 15:45 • (MS) R3377811-4 01/22/19 16:08 • (MSD) R3377811-5 01/22/19 16:31

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Acenaphthene	0.736	0.0794	0.713	0.702	86.1	84.6	2	18.0-120			1.56	32
Acenaphthylene	0.736	U	0.703	0.690	95.5	93.7	2	25.0-120			1.90	32
Anthracene	0.736	0.312	0.717	0.707	55.0	53.6	2	22.0-120			1.40	29
Benzidine	0.736	U	ND	ND	0.000	0.000	2	1.00-120	J6	J6	0.000	40
Benzo(a)anthracene	0.736	1.05	0.879	0.893	0.000	0.000	2	25.0-120	J6	J6	1.62	29
Benzo(b)fluoranthene	0.736	1.09	0.829	0.871	0.000	0.000	2	19.0-122	J6	J6	4.94	31
Benzo(k)fluoranthene	0.736	0.352	0.781	0.701	58.3	47.4	2	23.0-120			10.7	30
Benzo(g,h,i)perylene	0.736	0.426	0.616	0.600	25.8	23.7	2	10.0-120			2.55	33
Benzo(a)pyrene	0.736	0.848	0.787	0.783	0.000	0.000	2	24.0-120	J6	J6	0.563	30
Bis(2-chlorethoxy)methane	0.736	U	0.551	0.553	74.8	75.1	2	10.0-120			0.401	34
Bis(2-chloroethyl)ether	0.736	U	0.657	0.680	89.2	92.3	2	10.0-120			3.47	40
Bis(2-chloroisopropyl)ether	0.736	U	0.594	0.606	80.6	82.3	2	10.0-120			2.03	40
4-Bromophenyl-phenylether	0.736	U	0.747	0.747	102	102	2	27.0-120			0.000	30
2-Chloronaphthalene	0.736	U	0.670	0.646	91.0	87.7	2	20.0-120			3.70	32
4-Chlorophenyl-phenylether	0.736	U	0.753	0.726	102	98.6	2	24.0-120			3.59	29
Chrysene	0.736	0.973	0.862	0.888	0.000	0.000	2	21.0-120	J6	J6	2.91	29
Dibenz(a,h)anthracene	0.736	0.0421	0.630	0.594	79.9	74.9	2	10.0-120			5.96	32
3,3-Dichlorobenzidine	0.736	U	0.284	0.339	38.6	46.1	2	10.0-120			17.7	34
2,4-Dinitrotoluene	0.736	U	0.775	0.729	105	98.9	2	30.0-120			6.18	31
2,6-Dinitrotoluene	0.736	U	0.742	0.704	101	95.6	2	25.0-120			5.20	31
Fluoranthene	0.736	2.05	0.981	0.981	0.000	0.000	2	18.0-126	J6	J6	0.000	32
Fluorene	0.736	0.0517	0.731	0.709	92.2	89.2	2	25.0-120			3.07	30
Hexachlorobenzene	0.736	U	0.768	0.761	104	103	2	27.0-120			1.01	28
Hexachloro-1,3-butadiene	0.736	U	0.623	0.630	84.5	85.6	2	10.0-120			1.24	38
Hexachlorocyclopentadiene	0.736	U	0.362	0.321	49.1	43.5	2	10.0-120			12.0	40
Hexachloroethane	0.736	U	0.579	0.594	78.7	80.6	2	10.0-120			2.45	40
Indeno(1,2,3-cd)pyrene	0.736	0.408	0.653	0.627	33.3	29.7	2	10.0-120			4.15	32
Isophorone	0.736	U	0.577	0.575	78.4	78.1	2	13.0-120			0.384	34

L1061626-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1061626-01 01/22/19 15:45 • (MS) R3377811-4 01/22/19 16:08 • (MSD) R3377811-5 01/22/19 16:31

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Naphthalene	0.736	0.0290	0.579	0.581	74.7	74.9	2	10.0-120			0.191	35
Nitrobenzene	0.736	U	0.593	0.604	80.5	82.0	2	10.0-120			1.85	36
n-Nitrosodimethylamine	0.736	U	0.481	0.489	65.3	66.4	2	10.0-127			1.60	40
n-Nitrosodiphenylamine	0.736	U	0.660	0.644	89.6	87.4	2	17.0-120			2.54	29
n-Nitrosodi-n-propylamine	0.736	U	0.625	0.636	84.8	86.3	2	10.0-120			1.75	37
Phenanthrene	0.736	1.46	0.862	0.880	0.000	0.000	2	17.0-120	J6	J6	2.03	31
Benzylbutyl phthalate	0.736	U	0.614	0.651	83.3	88.4	2	23.0-120			5.94	30
Bis(2-ethylhexyl)phthalate	0.736	U	0.669	0.662	90.8	89.9	2	17.0-126			0.997	30
Di-n-butyl phthalate	0.736	U	0.754	0.733	102	99.5	2	30.0-120			2.83	29
Diethyl phthalate	0.736	U	0.739	0.723	100	98.2	2	26.0-120			2.12	28
Dimethyl phthalate	0.736	U	0.735	0.703	99.8	95.5	2	25.0-120			4.46	29
Di-n-octyl phthalate	0.736	U	0.728	0.704	98.8	95.6	2	21.0-123			3.24	29
Pyrene	0.736	1.67	0.907	0.969	0.000	0.000	2	16.0-121	J6	J6	6.60	32
1,2,4-Trichlorobenzene	0.736	U	0.585	0.589	79.4	80.0	2	12.0-120			0.753	37
4-Chloro-3-methylphenol	0.736	U	0.597	0.586	81.1	79.6	2	15.0-120			1.87	30
2-Chlorophenol	0.736	U	0.645	0.655	87.5	88.9	2	15.0-120			1.53	37
2,4-Dichlorophenol	0.736	U	0.606	0.599	82.3	81.4	2	20.0-120			1.10	31
2,4-Dimethylphenol	0.736	U	0.573	0.571	77.8	77.5	2	10.0-120			0.387	33
4,6-Dinitro-2-methylphenol	0.736	U	0.514	0.458	69.8	62.2	2	10.0-120			11.6	39
2,4-Dinitrophenol	0.736	U	0.477	0.404	64.7	54.8	2	10.0-121			16.6	40
2-Nitrophenol	0.736	U	0.648	0.650	88.0	88.3	2	12.0-120			0.341	39
4-Nitrophenol	0.736	U	0.799	0.771	109	105	2	10.0-137			3.66	32
Pentachlorophenol	0.736	U	0.938	0.935	127	127	2	10.0-160			0.236	31
Phenol	0.736	U	0.635	0.642	86.2	87.2	2	12.0-120			1.21	38
2,4,6-Trichlorophenol	0.736	U	0.703	0.682	95.5	92.6	2	19.0-120			3.03	32
(S) Nitrobenzene-d5					*82.9*	*83.5*		*10.0-122*				
(S) 2-Fluorobiphenyl					*92.2*	*90.4*		*15.0-120*				
(S) p-Terphenyl-d14					*92.8*	*98.5*		*10.0-120*				
(S) Phenol-d5					*88.3*	*90.9*		*10.0-120*				
(S) 2-Fluorophenol					*105*	*104*		*12.0-120*				
(S) 2,4,6-Tribromophenol					*111*	*111*		*10.0-127*				

Guide to Reading and Understanding Your Laboratory Report

The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Abbreviations and Definitions

(dry)	Results are reported based on the dry weight of the sample. [this will only be present on a dry report basis for soils].
MDL	Method Detection Limit.
ND	Not detected at the Reporting Limit (or MDL where applicable).
RDL	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
(S)	Surrogate (Surrogate Standard) - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state “ND” (Not Detected) or “BDL” (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

Qualifier	Description
J	The identification of the analyte is acceptable; the reported value is an estimate.
J3	The associated batch QC was outside the established quality control range for precision.
J4	The associated batch QC was outside the established quality control range for accuracy.
J5	The sample matrix interfered with the ability to make any accurate determination; spike value is high.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.
J7	Surrogate recovery cannot be used for control limit evaluation due to dilution.

Pace National is the only environmental laboratory accredited/certified to support your work nationwide from one location. One phone call, one point of contact, one laboratory. No other lab is as accessible or prepared to handle your needs throughout the country. Our capacity and capability from our single location laboratory is comparable to the collective totals of the network laboratories in our industry. The most significant benefit to our one location design is the design of our laboratory campus. The model is conducive to accelerated productivity, decreasing turn-around time, and preventing cross contamination, thus protecting sample integrity. Our focus on premium quality and prompt service allows us to be YOUR LAB OF CHOICE.
* Not all certifications held by the laboratory are applicable to the results reported in the attached report.
* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace National.

State Accreditations

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN-03-2002-34
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey–NELAP	TN002
California	2932	New Mexico [1]	n/a
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina [1]	DW21704
Georgia	NELAP	North Carolina [3]	41
Georgia [1]	923	North Dakota	R-140
Idaho	TN00003	Ohio–VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LAO00356
Kentucky [1 6]	90010	South Carolina	84004
Kentucky [2]	16	South Dakota	n/a
Louisiana	AI30792	Tennessee [1 4]	2006
Louisiana [1]	LA180010	Texas	T 104704245-17-14
Maine	TN0002	Texas [5]	LAB0152
Maryland	324	Utah	TN00003
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	460132
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	9980939910
Montana	CERT0086	Wyoming	A2LA

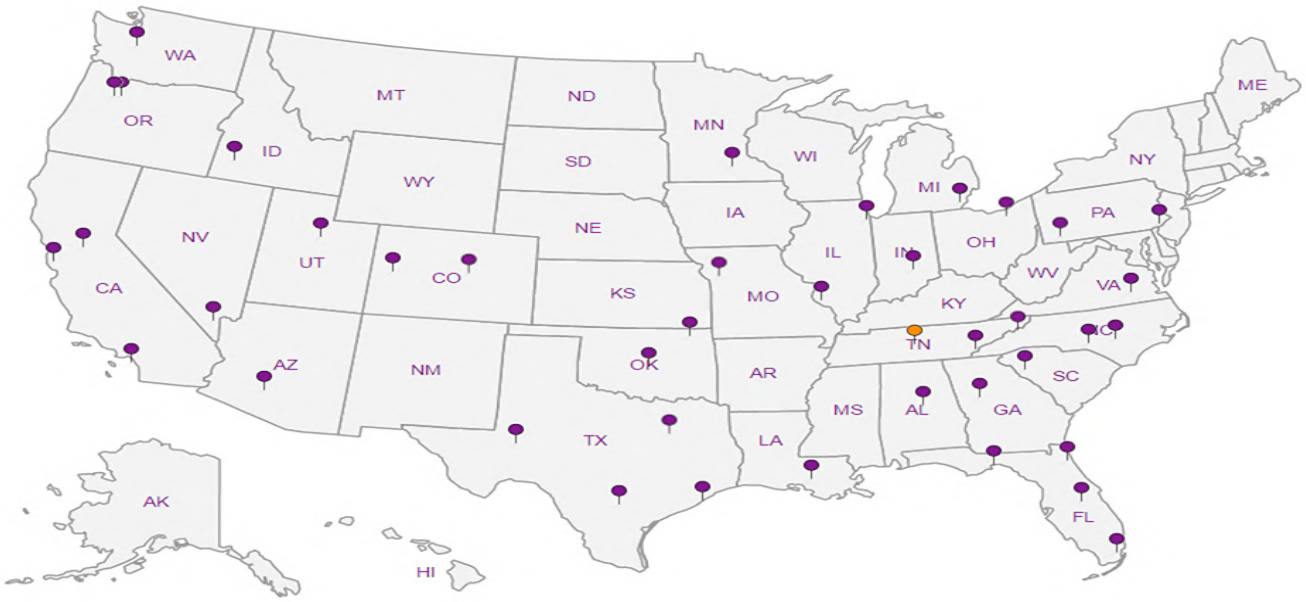
Third Party Federal Accreditations

A2LA – ISO 17025	1461.01	AIHA-LAP,LLC EMLAP	100789
A2LA – ISO 17025 [5]	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA–Crypto	TN00003		

[1] Drinking Water [2] Underground Storage Tanks [3] Aquatic Toxicity [4] Chemical/Microbiological [5] Mold [6] Wastewater n/a Accreditation not applicable

Our Locations

Pace National has sixty-four client support centers that provide sample pickup and/or the delivery of sampling supplies. If you would like assistance from one of our support offices, please contact our main office. Pace National performs all testing at our central laboratory.



Farmer Environmental Group

8120 Sheridan Blvd., Suite A306
Westminster, CO 80003

Billing information: 4125 Fairway Dr

Pres Chk

Report to: **Jennifer Day**

Email To: **jennifer.day@farmereg.com**

Project Description: **30 Pearl; Boulder CO**

City/State Collected: Colorado

Phone: **303-468-8763**
Fax:

Client Project # 3011.43

Lab Project #

Collected by (print): Jennifer Day

Site/Facility ID #

P.O. #

Collected by (signature):

Immediately Packed on Ice N ___ Y X

Rush? (Lab MUST Be Notified)
___ Same Day ___ Five Day
___ Next Day ___ 5 Day (Rad Only)
___ Two Day ___ 10 Day (Rad Only)
___ Three Day

Quote # **FARENVWCO122018S**

Date Results Needed: Standard TAT

Sample ID	Comp/Grab	Matrix *	Depth	Date	Time	No. of Cnt/s	VOC8260 - 4oz Soil Jar	SVOC8270 - 4oz Soil Jar	TPH-GRO 8015 - 2oz Soil Jar	TPH-DRO/ORO 8015 - 4oz Soil Jar		VOC8260 (2) 40ml Amber w/HCl	SVOC8270 (2) 100ml Amber No Pres				Remarks	Sample # (lab only)
SB-1	Comp.	Soil	5-15	1/14/19	10:30a	4	X	X	X	X								-01
MW4	Grab	Water	NA		1136	4						2	2					-02
MW7					1150	4						2	2					-03
MW6					1210	4						2	2					-04
MW5					1225	4						2	2					-05
MW1					1238	4						2	2					-06
				MB 1/14/19														

Analysis / Container / Preservative

Chain of Custody Page 1 of 1

Pace Analytical
National Center for Testing & Innovation

12065 Lebanon Rd
Mount Juliet, TN 37122
Phone: 615-758-5858
Phone: 800-767-5859
Fax: 615-758-5859

L# L1061167
1046

Acctnum: **FARENVWCO**
Template:
Prelogin:
TSR: **Chris Ward**
PB:
Shipped Via:

* Matrix:
SS - Soil **AIR** - Air **F** - Filter
GW - Groundwater **B** - Bioassay
WW - WasteWater
DW - Drinking Water
OT - Other

Remarks:

pH ____ Temp ____
Flow ____ Other ____

Samples returned via:
__ UPS __ FedEx __ Courier ____

Tracking # 4510 1667 4043

Sample Receipt Checklist
COC Seal Present/Intact: NP Y N
COC Signed/Accurate: Y N
Bottles arrive intact: Y N
Correct bottles used: Y N
Sufficient volume sent: Y N
If Applicable
VOA Zero Headspace: Y N
Preservation Correct/Checked: Y N

RAD SCREEN: <0.5 mR/hr

Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)	Trip Blank Received: Yes / (No) HCl / MeoH TBR	Temp:	Bottles Received:	If preservation required by Login: Date/Time
	1/14/19	11:07am	1107 1/14/19				
	1/14/19	1340			1.6 1.3 -1.3°C	24	
	1/14/19	1750		Date: 01/15/19	Time: 08:30	Hold:	Condition: NCF / OK

Pace Analytical®
National Center for Testing & Innovation

ANALYTICAL REPORT

February 01, 2019

Farmer Environmental Group

Sample Delivery Group:	L1065550
Samples Received:	01/31/2019
Project Number:	3011.43
Description:	30 Pearl; Boulder CO

Report To: Jennifer Day
8120 Sheridan Blvd.
Suite A306
Westminster, CO 80003

Entire Report Reviewed By: Chris Ward

Chris Ward
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace National is performed per guidance provided in laboratory standard operating procedures: 060302, 060303, and 060304.



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FSB-2 L1065550-01 Solid

Collected by: Mark Brady | Collected date/time: 01/30/19 09:30 | Received date/time: 01/31/19 08:45

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Volatile Organic Compounds (GC) by Method 8015D/GRO	WG1230801	1	01/31/19 11:33	01/31/19 12:37	BMB
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1230728	1	01/31/19 11:33	01/31/19 12:36	JHH
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1230859	10	01/31/19 11:57	02/01/19 05:00	DMW
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1230861	2	01/31/19 12:50	01/31/19 22:13	LEA

FSB-3 L1065550-02 Solid

Collected by: Mark Brady | Collected date/time: 01/30/19 10:00 | Received date/time: 01/31/19 08:45

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Volatile Organic Compounds (GC) by Method 8015D/GRO	WG1230801	1	01/31/19 11:33	01/31/19 12:59	BMB
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1230728	1	01/31/19 11:33	01/31/19 12:56	JHH
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1230859	10	01/31/19 11:57	02/01/19 05:14	DMW
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1230861	10	01/31/19 12:50	01/31/19 20:18	LEA

FSB-4 L1065550-03 Solid

Collected by: Mark Brady | Collected date/time: 01/30/19 12:00 | Received date/time: 01/31/19 08:45

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Volatile Organic Compounds (GC) by Method 8015D/GRO	WG1230801	1	01/31/19 11:33	01/31/19 13:20	BMB
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1230728	1	01/31/19 11:33	01/31/19 13:15	JHH
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1230859	200	01/31/19 11:57	02/01/19 05:55	DMW
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1230861	10	01/31/19 12:50	02/01/19 00:00	LEA

FSB-5 L1065550-04 Solid

Collected by: Mark Brady | Collected date/time: 01/30/19 12:45 | Received date/time: 01/31/19 08:45

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Volatile Organic Compounds (GC) by Method 8015D/GRO	WG1230801	1	01/31/19 11:33	01/31/19 13:41	BMB
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1230728	1	01/31/19 11:33	01/31/19 13:35	JHH
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1230859	10	01/31/19 11:57	02/01/19 05:28	DMW
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1230861	2	01/31/19 12:50	01/31/19 21:50	LEA

FSB-6 L1065550-05 Solid

Collected by: Mark Brady | Collected date/time: 01/30/19 12:30 | Received date/time: 01/31/19 08:45

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Volatile Organic Compounds (GC) by Method 8015D/GRO	WG1230801	1	01/31/19 11:33	01/31/19 14:03	BMB
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1230728	1	01/31/19 11:33	01/31/19 13:54	JHH
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1230859	100	01/31/19 11:57	02/01/19 05:41	DMW
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1230861	10	01/31/19 12:50	01/31/19 23:37	LEA

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

Chris Ward
Project Manager

Volatile Organic Compounds (GC) by Method 8015D/GRO

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
TPH (GC/FID) Low Fraction	ND		0.100	1	01/31/2019 12:37	WG1230801
(S) a,a,a-Trifluorotoluene(FID)	*88.2*		*77.0-120*		*01/31/2019 12:37*	WG1230801

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Acetone	ND		0.0250	1	01/31/2019 12:36	WG1230728
Acrylonitrile	ND		0.0125	1	01/31/2019 12:36	WG1230728
Benzene	ND		0.00100	1	01/31/2019 12:36	WG1230728
Bromobenzene	ND		0.0125	1	01/31/2019 12:36	WG1230728
Bromodichloromethane	ND		0.00250	1	01/31/2019 12:36	WG1230728
Bromoform	ND		0.0250	1	01/31/2019 12:36	WG1230728
Bromomethane	ND		0.0125	1	01/31/2019 12:36	WG1230728
n-Butylbenzene	ND		0.0125	1	01/31/2019 12:36	WG1230728
sec-Butylbenzene	ND		0.0125	1	01/31/2019 12:36	WG1230728
tert-Butylbenzene	ND		0.00500	1	01/31/2019 12:36	WG1230728
Carbon tetrachloride	ND		0.00500	1	01/31/2019 12:36	WG1230728
Chlorobenzene	ND		0.00250	1	01/31/2019 12:36	WG1230728
Chlorodibromomethane	ND		0.00250	1	01/31/2019 12:36	WG1230728
Chloroethane	ND		0.00500	1	01/31/2019 12:36	WG1230728
Chloroform	ND		0.00250	1	01/31/2019 12:36	WG1230728
Chloromethane	ND		0.0125	1	01/31/2019 12:36	WG1230728
2-Chlorotoluene	ND		0.00250	1	01/31/2019 12:36	WG1230728
4-Chlorotoluene	ND		0.00500	1	01/31/2019 12:36	WG1230728
1,2-Dibromo-3-Chloropropane	ND		0.0250	1	01/31/2019 12:36	WG1230728
1,2-Dibromoethane	ND		0.00250	1	01/31/2019 12:36	WG1230728
Dibromomethane	ND		0.00500	1	01/31/2019 12:36	WG1230728
1,2-Dichlorobenzene	ND		0.00500	1	01/31/2019 12:36	WG1230728
1,3-Dichlorobenzene	ND		0.00500	1	01/31/2019 12:36	WG1230728
1,4-Dichlorobenzene	ND		0.00500	1	01/31/2019 12:36	WG1230728
Dichlorodifluoromethane	ND		0.00250	1	01/31/2019 12:36	WG1230728
1,1-Dichloroethane	ND		0.00250	1	01/31/2019 12:36	WG1230728
1,2-Dichloroethane	ND		0.00250	1	01/31/2019 12:36	WG1230728
1,1-Dichloroethene	ND		0.00250	1	01/31/2019 12:36	WG1230728
cis-1,2-Dichloroethene	ND		0.00250	1	01/31/2019 12:36	WG1230728
trans-1,2-Dichloroethene	ND		0.00500	1	01/31/2019 12:36	WG1230728
1,2-Dichloropropane	ND		0.00500	1	01/31/2019 12:36	WG1230728
1,1-Dichloropropene	ND		0.00250	1	01/31/2019 12:36	WG1230728
1,3-Dichloropropane	ND		0.00500	1	01/31/2019 12:36	WG1230728
cis-1,3-Dichloropropene	ND		0.00250	1	01/31/2019 12:36	WG1230728
trans-1,3-Dichloropropene	ND		0.00500	1	01/31/2019 12:36	WG1230728
2,2-Dichloropropane	ND		0.00250	1	01/31/2019 12:36	WG1230728
Di-isopropyl ether	ND		0.00100	1	01/31/2019 12:36	WG1230728
Ethylbenzene	ND		0.00250	1	01/31/2019 12:36	WG1230728
Hexachloro-1,3-butadiene	ND		0.0250	1	01/31/2019 12:36	WG1230728
Isopropylbenzene	ND		0.00250	1	01/31/2019 12:36	WG1230728
p-Isopropyltoluene	ND		0.00500	1	01/31/2019 12:36	WG1230728
2-Butanone (MEK)	ND		0.0250	1	01/31/2019 12:36	WG1230728
Methylene Chloride	ND		0.0250	1	01/31/2019 12:36	WG1230728
4-Methyl-2-pentanone (MIBK)	ND		0.0250	1	01/31/2019 12:36	WG1230728
Methyl tert-butyl ether	ND		0.00100	1	01/31/2019 12:36	WG1230728
Naphthalene	ND		0.0125	1	01/31/2019 12:36	WG1230728
n-Propylbenzene	ND		0.00500	1	01/31/2019 12:36	WG1230728
Styrene	ND		0.0125	1	01/31/2019 12:36	WG1230728
1,1,1,2-Tetrachloroethane	ND		0.00250	1	01/31/2019 12:36	WG1230728

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
1,1,2,2-Tetrachloroethane	ND		0.00250	1	01/31/2019 12:36	WG1230728
1,1,2-Trichlorotrifluoroethane	ND		0.00250	1	01/31/2019 12:36	WG1230728
Tetrachloroethene	ND		0.00250	1	01/31/2019 12:36	WG1230728
Toluene	ND		0.00500	1	01/31/2019 12:36	WG1230728
1,2,3-Trichlorobenzene	ND		0.00250	1	01/31/2019 12:36	WG1230728
1,2,4-Trichlorobenzene	ND		0.0125	1	01/31/2019 12:36	WG1230728
1,1,1-Trichloroethane	ND		0.00250	1	01/31/2019 12:36	WG1230728
1,1,2-Trichloroethane	ND		0.00250	1	01/31/2019 12:36	WG1230728
Trichloroethene	ND		0.00100	1	01/31/2019 12:36	WG1230728
Trichlorofluoromethane	ND		0.00250	1	01/31/2019 12:36	WG1230728
1,2,3-Trichloropropane	ND		0.0125	1	01/31/2019 12:36	WG1230728
1,2,4-Trimethylbenzene	ND		0.00500	1	01/31/2019 12:36	WG1230728
1,2,3-Trimethylbenzene	ND		0.00500	1	01/31/2019 12:36	WG1230728
1,3,5-Trimethylbenzene	ND		0.00500	1	01/31/2019 12:36	WG1230728
Vinyl chloride	ND		0.00250	1	01/31/2019 12:36	WG1230728
Xylenes, Total	ND		0.00650	1	01/31/2019 12:36	WG1230728
(S) Toluene-d8	*106*		*75.0-131*		*01/31/2019 12:36*	WG1230728
(S) 4-Bromofluorobenzene	*105*		*67.0-138*		*01/31/2019 12:36*	WG1230728
(S) 1,2-Dichloroethane-d4	*89.0*		*70.0-130*		*01/31/2019 12:36*	WG1230728

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
C10-C28 Diesel Range	ND		40.0	10	02/01/2019 05:00	WG1230859
C28-C40 Oil Range	48.1		40.0	10	02/01/2019 05:00	WG1230859
(S) o-Terphenyl	*115*		*18.0-148*		*02/01/2019 05:00*	WG1230859

Sample Narrative:

L1065550-01 WG1230859: Dilution due to matrix impact on instrumentation at lower dilution

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Acenaphthene	ND		0.0666	2	01/31/2019 22:13	WG1230861
Acenaphthylene	ND		0.0666	2	01/31/2019 22:13	WG1230861
Anthracene	ND		0.0666	2	01/31/2019 22:13	WG1230861
Benzidine	ND	J4	0.666	2	01/31/2019 22:13	WG1230861
Benzo(a)anthracene	ND		0.0666	2	01/31/2019 22:13	WG1230861
Benzo(b)fluoranthene	ND		0.0666	2	01/31/2019 22:13	WG1230861
Benzo(k)fluoranthene	ND		0.0666	2	01/31/2019 22:13	WG1230861
Benzo(g,h,i)perylene	ND		0.0666	2	01/31/2019 22:13	WG1230861
Benzo(a)pyrene	ND		0.0666	2	01/31/2019 22:13	WG1230861
Bis(2-chlorethoxy)methane	ND		0.666	2	01/31/2019 22:13	WG1230861
Bis(2-chloroethyl)ether	ND		0.666	2	01/31/2019 22:13	WG1230861
Bis(2-chloroisopropyl)ether	ND		0.666	2	01/31/2019 22:13	WG1230861
4-Bromophenyl-phenylether	ND		0.666	2	01/31/2019 22:13	WG1230861
2-Chloronaphthalene	ND		0.0666	2	01/31/2019 22:13	WG1230861
4-Chlorophenyl-phenylether	ND		0.666	2	01/31/2019 22:13	WG1230861
Chrysene	ND		0.0666	2	01/31/2019 22:13	WG1230861
Dibenz(a,h)anthracene	ND		0.0666	2	01/31/2019 22:13	WG1230861
3,3-Dichlorobenzidine	ND		0.666	2	01/31/2019 22:13	WG1230861
2,4-Dinitrotoluene	ND		0.666	2	01/31/2019 22:13	WG1230861
2,6-Dinitrotoluene	ND		0.666	2	01/31/2019 22:13	WG1230861
Fluoranthene	ND		0.0666	2	01/31/2019 22:13	WG1230861
Fluorene	ND		0.0666	2	01/31/2019 22:13	WG1230861

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Hexachlorobenzene	ND		0.666	2	01/31/2019 22:13	WG1230861
Hexachloro-1,3-butadiene	ND		0.666	2	01/31/2019 22:13	WG1230861
Hexachlorocyclopentadiene	ND		0.666	2	01/31/2019 22:13	WG1230861
Hexachloroethane	ND		0.666	2	01/31/2019 22:13	WG1230861
Indeno(1,2,3-cd)pyrene	ND		0.0666	2	01/31/2019 22:13	WG1230861
Isophorone	ND		0.666	2	01/31/2019 22:13	WG1230861
Naphthalene	0.110		0.0666	2	01/31/2019 22:13	WG1230861
Nitrobenzene	ND		0.666	2	01/31/2019 22:13	WG1230861
n-Nitrosodimethylamine	ND		0.666	2	01/31/2019 22:13	WG1230861
n-Nitrosodiphenylamine	ND		0.666	2	01/31/2019 22:13	WG1230861
n-Nitrosodi-n-propylamine	ND		0.666	2	01/31/2019 22:13	WG1230861
Phenanthrene	ND		0.0666	2	01/31/2019 22:13	WG1230861
Benzylbutyl phthalate	ND		0.666	2	01/31/2019 22:13	WG1230861
Bis(2-ethylhexyl)phthalate	ND		0.666	2	01/31/2019 22:13	WG1230861
Di-n-butyl phthalate	ND		0.666	2	01/31/2019 22:13	WG1230861
Diethyl phthalate	ND		0.666	2	01/31/2019 22:13	WG1230861
Dimethyl phthalate	ND		0.666	2	01/31/2019 22:13	WG1230861
Di-n-octyl phthalate	ND		0.666	2	01/31/2019 22:13	WG1230861
Pyrene	ND		0.0666	2	01/31/2019 22:13	WG1230861
1,2,4-Trichlorobenzene	ND		0.666	2	01/31/2019 22:13	WG1230861
4-Chloro-3-methylphenol	ND		0.666	2	01/31/2019 22:13	WG1230861
2-Chlorophenol	ND		0.666	2	01/31/2019 22:13	WG1230861
2,4-Dichlorophenol	ND		0.666	2	01/31/2019 22:13	WG1230861
2,4-Dimethylphenol	ND		0.666	2	01/31/2019 22:13	WG1230861
4,6-Dinitro-2-methylphenol	ND		0.666	2	01/31/2019 22:13	WG1230861
2,4-Dinitrophenol	ND		0.666	2	01/31/2019 22:13	WG1230861
2-Nitrophenol	ND		0.666	2	01/31/2019 22:13	WG1230861
4-Nitrophenol	ND		0.666	2	01/31/2019 22:13	WG1230861
Pentachlorophenol	ND		0.666	2	01/31/2019 22:13	WG1230861
Phenol	ND		0.666	2	01/31/2019 22:13	WG1230861
2,4,6-Trichlorophenol	ND		0.666	2	01/31/2019 22:13	WG1230861
(S) 2-Fluorophenol	*78.8*		*12.0-120*		*01/31/2019 22:13*	WG1230861
(S) Phenol-d5	*68.6*		*10.0-120*		*01/31/2019 22:13*	WG1230861
(S) Nitrobenzene-d5	*70.9*		*10.0-122*		*01/31/2019 22:13*	WG1230861
(S) 2-Fluorobiphenyl	*79.9*		*15.0-120*		*01/31/2019 22:13*	WG1230861
(S) 2,4,6-Tribromophenol	*92.6*		*10.0-127*		*01/31/2019 22:13*	WG1230861
(S) p-Terphenyl-d14	*76.8*		*10.0-120*		*01/31/2019 22:13*	WG1230861

Sample Narrative:

L1065550-01 WG1230861: Dilution due to matrix impact during extract concentration procedure

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

Volatile Organic Compounds (GC) by Method 8015D/GRO

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
TPH (GC/FID) Low Fraction	ND		0.100	1	01/31/2019 12:59	WG1230801
(S) a,a,a-Trifluorotoluene(FID)	*89.9*		*77.0-120*		*01/31/2019 12:59*	WG1230801

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Acetone	ND		0.0250	1	01/31/2019 12:56	WG1230728
Acrylonitrile	ND		0.0125	1	01/31/2019 12:56	WG1230728
Benzene	ND		0.00100	1	01/31/2019 12:56	WG1230728
Bromobenzene	ND		0.0125	1	01/31/2019 12:56	WG1230728
Bromodichloromethane	ND		0.00250	1	01/31/2019 12:56	WG1230728
Bromoform	ND		0.0250	1	01/31/2019 12:56	WG1230728
Bromomethane	ND		0.0125	1	01/31/2019 12:56	WG1230728
n-Butylbenzene	ND		0.0125	1	01/31/2019 12:56	WG1230728
sec-Butylbenzene	ND		0.0125	1	01/31/2019 12:56	WG1230728
tert-Butylbenzene	ND		0.00500	1	01/31/2019 12:56	WG1230728
Carbon tetrachloride	ND		0.00500	1	01/31/2019 12:56	WG1230728
Chlorobenzene	ND		0.00250	1	01/31/2019 12:56	WG1230728
Chlorodibromomethane	ND		0.00250	1	01/31/2019 12:56	WG1230728
Chloroethane	ND		0.00500	1	01/31/2019 12:56	WG1230728
Chloroform	ND		0.00250	1	01/31/2019 12:56	WG1230728
Chloromethane	ND		0.0125	1	01/31/2019 12:56	WG1230728
2-Chlorotoluene	ND		0.00250	1	01/31/2019 12:56	WG1230728
4-Chlorotoluene	ND		0.00500	1	01/31/2019 12:56	WG1230728
1,2-Dibromo-3-Chloropropane	ND		0.0250	1	01/31/2019 12:56	WG1230728
1,2-Dibromoethane	ND		0.00250	1	01/31/2019 12:56	WG1230728
Dibromomethane	ND		0.00500	1	01/31/2019 12:56	WG1230728
1,2-Dichlorobenzene	ND		0.00500	1	01/31/2019 12:56	WG1230728
1,3-Dichlorobenzene	ND		0.00500	1	01/31/2019 12:56	WG1230728
1,4-Dichlorobenzene	ND		0.00500	1	01/31/2019 12:56	WG1230728
Dichlorodifluoromethane	ND		0.00250	1	01/31/2019 12:56	WG1230728
1,1-Dichloroethane	ND		0.00250	1	01/31/2019 12:56	WG1230728
1,2-Dichloroethane	ND		0.00250	1	01/31/2019 12:56	WG1230728
1,1-Dichloroethene	ND		0.00250	1	01/31/2019 12:56	WG1230728
cis-1,2-Dichloroethene	ND		0.00250	1	01/31/2019 12:56	WG1230728
trans-1,2-Dichloroethene	ND		0.00500	1	01/31/2019 12:56	WG1230728
1,2-Dichloropropane	ND		0.00500	1	01/31/2019 12:56	WG1230728
1,1-Dichloropropene	ND		0.00250	1	01/31/2019 12:56	WG1230728
1,3-Dichloropropane	ND		0.00500	1	01/31/2019 12:56	WG1230728
cis-1,3-Dichloropropene	ND		0.00250	1	01/31/2019 12:56	WG1230728
trans-1,3-Dichloropropene	ND		0.00500	1	01/31/2019 12:56	WG1230728
2,2-Dichloropropane	ND		0.00250	1	01/31/2019 12:56	WG1230728
Di-isopropyl ether	ND		0.00100	1	01/31/2019 12:56	WG1230728
Ethylbenzene	ND		0.00250	1	01/31/2019 12:56	WG1230728
Hexachloro-1,3-butadiene	ND		0.0250	1	01/31/2019 12:56	WG1230728
Isopropylbenzene	ND		0.00250	1	01/31/2019 12:56	WG1230728
p-Isopropyltoluene	ND		0.00500	1	01/31/2019 12:56	WG1230728
2-Butanone (MEK)	ND		0.0250	1	01/31/2019 12:56	WG1230728
Methylene Chloride	ND		0.0250	1	01/31/2019 12:56	WG1230728
4-Methyl-2-pentanone (MIBK)	ND		0.0250	1	01/31/2019 12:56	WG1230728
Methyl tert-butyl ether	ND		0.00100	1	01/31/2019 12:56	WG1230728
Naphthalene	ND		0.0125	1	01/31/2019 12:56	WG1230728
n-Propylbenzene	ND		0.00500	1	01/31/2019 12:56	WG1230728
Styrene	ND		0.0125	1	01/31/2019 12:56	WG1230728
1,1,1,2-Tetrachloroethane	ND		0.00250	1	01/31/2019 12:56	WG1230728

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
1,1,2,2-Tetrachloroethane	ND		0.00250	1	01/31/2019 12:56	WG1230728
1,1,2-Trichlorotrifluoroethane	ND		0.00250	1	01/31/2019 12:56	WG1230728
Tetrachloroethene	ND		0.00250	1	01/31/2019 12:56	WG1230728
Toluene	ND		0.00500	1	01/31/2019 12:56	WG1230728
1,2,3-Trichlorobenzene	ND		0.00250	1	01/31/2019 12:56	WG1230728
1,2,4-Trichlorobenzene	ND		0.0125	1	01/31/2019 12:56	WG1230728
1,1,1-Trichloroethane	ND		0.00250	1	01/31/2019 12:56	WG1230728
1,1,2-Trichloroethane	ND		0.00250	1	01/31/2019 12:56	WG1230728
Trichloroethene	ND		0.00100	1	01/31/2019 12:56	WG1230728
Trichlorofluoromethane	ND		0.00250	1	01/31/2019 12:56	WG1230728
1,2,3-Trichloropropane	ND		0.0125	1	01/31/2019 12:56	WG1230728
1,2,4-Trimethylbenzene	ND		0.00500	1	01/31/2019 12:56	WG1230728
1,2,3-Trimethylbenzene	ND		0.00500	1	01/31/2019 12:56	WG1230728
1,3,5-Trimethylbenzene	ND		0.00500	1	01/31/2019 12:56	WG1230728
Vinyl chloride	ND		0.00250	1	01/31/2019 12:56	WG1230728
Xylenes, Total	ND		0.00650	1	01/31/2019 12:56	WG1230728
(S) Toluene-d8	*107*		*75.0-131*		*01/31/2019 12:56*	WG1230728
(S) 4-Bromofluorobenzene	*106*		*67.0-138*		*01/31/2019 12:56*	WG1230728
(S) 1,2-Dichloroethane-d4	*82.9*		*70.0-130*		*01/31/2019 12:56*	WG1230728

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
C10-C28 Diesel Range	314		40.0	10	02/01/2019 05:14	WG1230859
C28-C40 Oil Range	623		40.0	10	02/01/2019 05:14	WG1230859
(S) o-Terphenyl	*68.0*		*18.0-148*		*02/01/2019 05:14*	WG1230859

Sample Narrative:

L1065550-02 WG1230859: Dilution due to matrix impact on instrumentation at lower dilution

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Acenaphthene	ND		0.333	10	01/31/2019 20:18	WG1230861
Acenaphthylene	ND		0.333	10	01/31/2019 20:18	WG1230861
Anthracene	ND		0.333	10	01/31/2019 20:18	WG1230861
Benzidine	ND	J4	3.33	10	01/31/2019 20:18	WG1230861
Benzo(a)anthracene	ND		0.333	10	01/31/2019 20:18	WG1230861
Benzo(b)fluoranthene	ND		0.333	10	01/31/2019 20:18	WG1230861
Benzo(k)fluoranthene	ND		0.333	10	01/31/2019 20:18	WG1230861
Benzo(g,h,i)perylene	ND		0.333	10	01/31/2019 20:18	WG1230861
Benzo(a)pyrene	ND		0.333	10	01/31/2019 20:18	WG1230861
Bis(2-chlorethoxy)methane	ND		3.33	10	01/31/2019 20:18	WG1230861
Bis(2-chloroethyl)ether	ND		3.33	10	01/31/2019 20:18	WG1230861
Bis(2-chloroisopropyl)ether	ND		3.33	10	01/31/2019 20:18	WG1230861
4-Bromophenyl-phenylether	ND		3.33	10	01/31/2019 20:18	WG1230861
2-Chloronaphthalene	ND		0.333	10	01/31/2019 20:18	WG1230861
4-Chlorophenyl-phenylether	ND		3.33	10	01/31/2019 20:18	WG1230861
Chrysene	ND		0.333	10	01/31/2019 20:18	WG1230861
Dibenz(a,h)anthracene	ND		0.333	10	01/31/2019 20:18	WG1230861
3,3-Dichlorobenzidine	ND		3.33	10	01/31/2019 20:18	WG1230861
2,4-Dinitrotoluene	ND		3.33	10	01/31/2019 20:18	WG1230861
2,6-Dinitrotoluene	ND		3.33	10	01/31/2019 20:18	WG1230861
Fluoranthene	ND		0.333	10	01/31/2019 20:18	WG1230861
Fluorene	ND		0.333	10	01/31/2019 20:18	WG1230861

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Hexachlorobenzene	ND		3.33	10	01/31/2019 20:18	WG1230861
Hexachloro-1,3-butadiene	ND		3.33	10	01/31/2019 20:18	WG1230861
Hexachlorocyclopentadiene	ND		3.33	10	01/31/2019 20:18	WG1230861
Hexachloroethane	ND		3.33	10	01/31/2019 20:18	WG1230861
Indeno(1,2,3-cd)pyrene	ND		0.333	10	01/31/2019 20:18	WG1230861
Isophorone	ND		3.33	10	01/31/2019 20:18	WG1230861
Naphthalene	ND		0.333	10	01/31/2019 20:18	WG1230861
Nitrobenzene	ND		3.33	10	01/31/2019 20:18	WG1230861
n-Nitrosodimethylamine	ND		3.33	10	01/31/2019 20:18	WG1230861
n-Nitrosodiphenylamine	ND		3.33	10	01/31/2019 20:18	WG1230861
n-Nitrosodi-n-propylamine	ND		3.33	10	01/31/2019 20:18	WG1230861
Phenanthrene	ND		0.333	10	01/31/2019 20:18	WG1230861
Benzylbutyl phthalate	ND		3.33	10	01/31/2019 20:18	WG1230861
Bis(2-ethylhexyl)phthalate	ND		3.33	10	01/31/2019 20:18	WG1230861
Di-n-butyl phthalate	ND		3.33	10	01/31/2019 20:18	WG1230861
Diethyl phthalate	ND		3.33	10	01/31/2019 20:18	WG1230861
Dimethyl phthalate	ND		3.33	10	01/31/2019 20:18	WG1230861
Di-n-octyl phthalate	ND		3.33	10	01/31/2019 20:18	WG1230861
Pyrene	ND		0.333	10	01/31/2019 20:18	WG1230861
1,2,4-Trichlorobenzene	ND		3.33	10	01/31/2019 20:18	WG1230861
4-Chloro-3-methylphenol	ND		3.33	10	01/31/2019 20:18	WG1230861
2-Chlorophenol	ND		3.33	10	01/31/2019 20:18	WG1230861
2,4-Dichlorophenol	ND		3.33	10	01/31/2019 20:18	WG1230861
2,4-Dimethylphenol	ND		3.33	10	01/31/2019 20:18	WG1230861
4,6-Dinitro-2-methylphenol	ND		3.33	10	01/31/2019 20:18	WG1230861
2,4-Dinitrophenol	ND		3.33	10	01/31/2019 20:18	WG1230861
2-Nitrophenol	ND		3.33	10	01/31/2019 20:18	WG1230861
4-Nitrophenol	ND		3.33	10	01/31/2019 20:18	WG1230861
Pentachlorophenol	ND		3.33	10	01/31/2019 20:18	WG1230861
Phenol	ND		3.33	10	01/31/2019 20:18	WG1230861
2,4,6-Trichlorophenol	ND		3.33	10	01/31/2019 20:18	WG1230861
(S) 2-Fluorophenol	*58.1*		*12.0-120*		*01/31/2019 20:18*	WG1230861
(S) Phenol-d5	*49.1*		*10.0-120*		*01/31/2019 20:18*	WG1230861
(S) Nitrobenzene-d5	*46.7*		*10.0-122*		*01/31/2019 20:18*	WG1230861
(S) 2-Fluorobiphenyl	*55.7*		*15.0-120*		*01/31/2019 20:18*	WG1230861
(S) 2,4,6-Tribromophenol	*51.8*		*10.0-127*		*01/31/2019 20:18*	WG1230861
(S) p-Terphenyl-d14	*59.6*		*10.0-120*		*01/31/2019 20:18*	WG1230861

Sample Narrative:

L1065550-02 WG1230861: Dilution due to matrix impact during extract concentration procedure

Volatile Organic Compounds (GC) by Method 8015D/GRO

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
TPH (GC/FID) Low Fraction	ND		0.100	1	01/31/2019 13:20	WG1230801
(S) a,a,a-Trifluorotoluene(FID)	*92.8*		*77.0-120*		*01/31/2019 13:20*	WG1230801

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Acetone	ND		0.0250	1	01/31/2019 13:15	WG1230728
Acrylonitrile	ND		0.0125	1	01/31/2019 13:15	WG1230728
Benzene	ND		0.00100	1	01/31/2019 13:15	WG1230728
Bromobenzene	ND		0.0125	1	01/31/2019 13:15	WG1230728
Bromodichloromethane	ND		0.00250	1	01/31/2019 13:15	WG1230728
Bromoform	ND		0.0250	1	01/31/2019 13:15	WG1230728
Bromomethane	ND		0.0125	1	01/31/2019 13:15	WG1230728
n-Butylbenzene	ND		0.0125	1	01/31/2019 13:15	WG1230728
sec-Butylbenzene	ND		0.0125	1	01/31/2019 13:15	WG1230728
tert-Butylbenzene	ND		0.00500	1	01/31/2019 13:15	WG1230728
Carbon tetrachloride	ND		0.00500	1	01/31/2019 13:15	WG1230728
Chlorobenzene	ND		0.00250	1	01/31/2019 13:15	WG1230728
Chlorodibromomethane	ND		0.00250	1	01/31/2019 13:15	WG1230728
Chloroethane	ND		0.00500	1	01/31/2019 13:15	WG1230728
Chloroform	ND		0.00250	1	01/31/2019 13:15	WG1230728
Chloromethane	ND		0.0125	1	01/31/2019 13:15	WG1230728
2-Chlorotoluene	ND		0.00250	1	01/31/2019 13:15	WG1230728
4-Chlorotoluene	ND		0.00500	1	01/31/2019 13:15	WG1230728
1,2-Dibromo-3-Chloropropane	ND		0.0250	1	01/31/2019 13:15	WG1230728
1,2-Dibromoethane	ND		0.00250	1	01/31/2019 13:15	WG1230728
Dibromomethane	ND		0.00500	1	01/31/2019 13:15	WG1230728
1,2-Dichlorobenzene	ND		0.00500	1	01/31/2019 13:15	WG1230728
1,3-Dichlorobenzene	ND		0.00500	1	01/31/2019 13:15	WG1230728
1,4-Dichlorobenzene	ND		0.00500	1	01/31/2019 13:15	WG1230728
Dichlorodifluoromethane	ND		0.00250	1	01/31/2019 13:15	WG1230728
1,1-Dichloroethane	ND		0.00250	1	01/31/2019 13:15	WG1230728
1,2-Dichloroethane	ND		0.00250	1	01/31/2019 13:15	WG1230728
1,1-Dichloroethene	ND		0.00250	1	01/31/2019 13:15	WG1230728
cis-1,2-Dichloroethene	ND		0.00250	1	01/31/2019 13:15	WG1230728
trans-1,2-Dichloroethene	ND		0.00500	1	01/31/2019 13:15	WG1230728
1,2-Dichloropropane	ND		0.00500	1	01/31/2019 13:15	WG1230728
1,1-Dichloropropene	ND		0.00250	1	01/31/2019 13:15	WG1230728
1,3-Dichloropropane	ND		0.00500	1	01/31/2019 13:15	WG1230728
cis-1,3-Dichloropropene	ND		0.00250	1	01/31/2019 13:15	WG1230728
trans-1,3-Dichloropropene	ND		0.00500	1	01/31/2019 13:15	WG1230728
2,2-Dichloropropane	ND		0.00250	1	01/31/2019 13:15	WG1230728
Di-isopropyl ether	ND		0.00100	1	01/31/2019 13:15	WG1230728
Ethylbenzene	ND		0.00250	1	01/31/2019 13:15	WG1230728
Hexachloro-1,3-butadiene	ND		0.0250	1	01/31/2019 13:15	WG1230728
Isopropylbenzene	ND		0.00250	1	01/31/2019 13:15	WG1230728
p-Isopropyltoluene	ND		0.00500	1	01/31/2019 13:15	WG1230728
2-Butanone (MEK)	ND		0.0250	1	01/31/2019 13:15	WG1230728
Methylene Chloride	ND		0.0250	1	01/31/2019 13:15	WG1230728
4-Methyl-2-pentanone (MIBK)	ND		0.0250	1	01/31/2019 13:15	WG1230728
Methyl tert-butyl ether	ND		0.00100	1	01/31/2019 13:15	WG1230728
Naphthalene	ND		0.0125	1	01/31/2019 13:15	WG1230728
n-Propylbenzene	ND		0.00500	1	01/31/2019 13:15	WG1230728
Styrene	ND		0.0125	1	01/31/2019 13:15	WG1230728
1,1,1,2-Tetrachloroethane	ND		0.00250	1	01/31/2019 13:15	WG1230728

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
1,1,2,2-Tetrachloroethane	ND		0.00250	1	01/31/2019 13:15	WG1230728
1,1,2-Trichlorotrifluoroethane	ND		0.00250	1	01/31/2019 13:15	WG1230728
Tetrachloroethene	ND		0.00250	1	01/31/2019 13:15	WG1230728
Toluene	ND		0.00500	1	01/31/2019 13:15	WG1230728
1,2,3-Trichlorobenzene	ND		0.00250	1	01/31/2019 13:15	WG1230728
1,2,4-Trichlorobenzene	ND		0.0125	1	01/31/2019 13:15	WG1230728
1,1,1-Trichloroethane	ND		0.00250	1	01/31/2019 13:15	WG1230728
1,1,2-Trichloroethane	ND		0.00250	1	01/31/2019 13:15	WG1230728
Trichloroethene	ND		0.00100	1	01/31/2019 13:15	WG1230728
Trichlorofluoromethane	ND		0.00250	1	01/31/2019 13:15	WG1230728
1,2,3-Trichloropropane	ND		0.0125	1	01/31/2019 13:15	WG1230728
1,2,4-Trimethylbenzene	ND		0.00500	1	01/31/2019 13:15	WG1230728
1,2,3-Trimethylbenzene	ND		0.00500	1	01/31/2019 13:15	WG1230728
1,3,5-Trimethylbenzene	ND		0.00500	1	01/31/2019 13:15	WG1230728
Vinyl chloride	ND		0.00250	1	01/31/2019 13:15	WG1230728
Xylenes, Total	ND		0.00650	1	01/31/2019 13:15	WG1230728
(S) Toluene-d8	*107*		*75.0-131*		*01/31/2019 13:15*	WG1230728
(S) 4-Bromofluorobenzene	*105*		*67.0-138*		*01/31/2019 13:15*	WG1230728
(S) 1,2-Dichloroethane-d4	*88.9*		*70.0-130*		*01/31/2019 13:15*	WG1230728

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
C10-C28 Diesel Range	ND		800	200	02/01/2019 05:55	WG1230859
C28-C40 Oil Range	847		800	200	02/01/2019 05:55	WG1230859
(S) o-Terphenyl	*0.000*	J7	*18.0-148*		*02/01/2019 05:55*	WG1230859

Sample Narrative:

L1065550-03 WG1230859: Dilution due to matrix impact on instrumentation at lower dilution, due to viscosity

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Acenaphthene	ND		0.333	10	02/01/2019 00:00	WG1230861
Acenaphthylene	ND		0.333	10	02/01/2019 00:00	WG1230861
Anthracene	ND		0.333	10	02/01/2019 00:00	WG1230861
Benzidine	ND	J4	3.33	10	02/01/2019 00:00	WG1230861
Benzo(a)anthracene	ND		0.333	10	02/01/2019 00:00	WG1230861
Benzo(b)fluoranthene	ND		0.333	10	02/01/2019 00:00	WG1230861
Benzo(k)fluoranthene	ND		0.333	10	02/01/2019 00:00	WG1230861
Benzo(g,h,i)perylene	ND		0.333	10	02/01/2019 00:00	WG1230861
Benzo(a)pyrene	ND		0.333	10	02/01/2019 00:00	WG1230861
Bis(2-chlorethoxy)methane	ND		3.33	10	02/01/2019 00:00	WG1230861
Bis(2-chloroethyl)ether	ND		3.33	10	02/01/2019 00:00	WG1230861
Bis(2-chloroisopropyl)ether	ND		3.33	10	02/01/2019 00:00	WG1230861
4-Bromophenyl-phenylether	ND		3.33	10	02/01/2019 00:00	WG1230861
2-Chloronaphthalene	ND		0.333	10	02/01/2019 00:00	WG1230861
4-Chlorophenyl-phenylether	ND		3.33	10	02/01/2019 00:00	WG1230861
Chrysene	ND		0.333	10	02/01/2019 00:00	WG1230861
Dibenz(a,h)anthracene	ND		0.333	10	02/01/2019 00:00	WG1230861
3,3-Dichlorobenzidine	ND		3.33	10	02/01/2019 00:00	WG1230861
2,4-Dinitrotoluene	ND		3.33	10	02/01/2019 00:00	WG1230861
2,6-Dinitrotoluene	ND		3.33	10	02/01/2019 00:00	WG1230861
Fluoranthene	ND		0.333	10	02/01/2019 00:00	WG1230861
Fluorene	ND		0.333	10	02/01/2019 00:00	WG1230861

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Hexachlorobenzene	ND		3.33	10	02/01/2019 00:00	WG1230861
Hexachloro-1,3-butadiene	ND		3.33	10	02/01/2019 00:00	WG1230861
Hexachlorocyclopentadiene	ND		3.33	10	02/01/2019 00:00	WG1230861
Hexachloroethane	ND		3.33	10	02/01/2019 00:00	WG1230861
Indeno(1,2,3-cd)pyrene	ND		0.333	10	02/01/2019 00:00	WG1230861
Isophorone	ND		3.33	10	02/01/2019 00:00	WG1230861
Naphthalene	ND		0.333	10	02/01/2019 00:00	WG1230861
Nitrobenzene	ND		3.33	10	02/01/2019 00:00	WG1230861
n-Nitrosodimethylamine	ND		3.33	10	02/01/2019 00:00	WG1230861
n-Nitrosodiphenylamine	ND		3.33	10	02/01/2019 00:00	WG1230861
n-Nitrosodi-n-propylamine	ND		3.33	10	02/01/2019 00:00	WG1230861
Phenanthrene	ND		0.333	10	02/01/2019 00:00	WG1230861
Benzylbutyl phthalate	ND		3.33	10	02/01/2019 00:00	WG1230861
Bis(2-ethylhexyl)phthalate	ND		3.33	10	02/01/2019 00:00	WG1230861
Di-n-butyl phthalate	ND		3.33	10	02/01/2019 00:00	WG1230861
Diethyl phthalate	ND		3.33	10	02/01/2019 00:00	WG1230861
Dimethyl phthalate	ND		3.33	10	02/01/2019 00:00	WG1230861
Di-n-octyl phthalate	ND		3.33	10	02/01/2019 00:00	WG1230861
Pyrene	ND		0.333	10	02/01/2019 00:00	WG1230861
1,2,4-Trichlorobenzene	ND		3.33	10	02/01/2019 00:00	WG1230861
4-Chloro-3-methylphenol	ND		3.33	10	02/01/2019 00:00	WG1230861
2-Chlorophenol	ND		3.33	10	02/01/2019 00:00	WG1230861
2,4-Dichlorophenol	ND		3.33	10	02/01/2019 00:00	WG1230861
2,4-Dimethylphenol	ND		3.33	10	02/01/2019 00:00	WG1230861
4,6-Dinitro-2-methylphenol	ND		3.33	10	02/01/2019 00:00	WG1230861
2,4-Dinitrophenol	ND		3.33	10	02/01/2019 00:00	WG1230861
2-Nitrophenol	ND		3.33	10	02/01/2019 00:00	WG1230861
4-Nitrophenol	ND		3.33	10	02/01/2019 00:00	WG1230861
Pentachlorophenol	ND		3.33	10	02/01/2019 00:00	WG1230861
Phenol	ND		3.33	10	02/01/2019 00:00	WG1230861
2,4,6-Trichlorophenol	ND		3.33	10	02/01/2019 00:00	WG1230861
(S) 2-Fluorophenol	*81.3*		*12.0-120*		*02/01/2019 00:00*	WG1230861
(S) Phenol-d5	*70.2*		*10.0-120*		*02/01/2019 00:00*	WG1230861
(S) Nitrobenzene-d5	*70.1*		*10.0-122*		*02/01/2019 00:00*	WG1230861
(S) 2-Fluorobiphenyl	*77.0*		*15.0-120*		*02/01/2019 00:00*	WG1230861
(S) 2,4,6-Tribromophenol	*80.2*		*10.0-127*		*02/01/2019 00:00*	WG1230861
(S) p-Terphenyl-d14	*78.5*		*10.0-120*		*02/01/2019 00:00*	WG1230861

Sample Narrative:

L1065550-03 WG1230861: Dilution due to matrix impact during extract concentration procedure

Volatile Organic Compounds (GC) by Method 8015D/GRO

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
TPH (GC/FID) Low Fraction	ND		0.100	1	01/31/2019 13:41	WG1230801
(S) a,a,a-Trifluorotoluene(FID)	*93.0*		*77.0-120*		*01/31/2019 13:41*	WG1230801

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Acetone	ND		0.0250	1	01/31/2019 13:35	WG1230728
Acrylonitrile	ND		0.0125	1	01/31/2019 13:35	WG1230728
Benzene	ND		0.00100	1	01/31/2019 13:35	WG1230728
Bromobenzene	ND		0.0125	1	01/31/2019 13:35	WG1230728
Bromodichloromethane	ND		0.00250	1	01/31/2019 13:35	WG1230728
Bromoform	ND		0.0250	1	01/31/2019 13:35	WG1230728
Bromomethane	ND		0.0125	1	01/31/2019 13:35	WG1230728
n-Butylbenzene	ND		0.0125	1	01/31/2019 13:35	WG1230728
sec-Butylbenzene	ND		0.0125	1	01/31/2019 13:35	WG1230728
tert-Butylbenzene	ND		0.00500	1	01/31/2019 13:35	WG1230728
Carbon tetrachloride	ND		0.00500	1	01/31/2019 13:35	WG1230728
Chlorobenzene	ND		0.00250	1	01/31/2019 13:35	WG1230728
Chlorodibromomethane	ND		0.00250	1	01/31/2019 13:35	WG1230728
Chloroethane	ND		0.00500	1	01/31/2019 13:35	WG1230728
Chloroform	ND		0.00250	1	01/31/2019 13:35	WG1230728
Chloromethane	ND		0.0125	1	01/31/2019 13:35	WG1230728
2-Chlorotoluene	ND		0.00250	1	01/31/2019 13:35	WG1230728
4-Chlorotoluene	ND		0.00500	1	01/31/2019 13:35	WG1230728
1,2-Dibromo-3-Chloropropane	ND		0.0250	1	01/31/2019 13:35	WG1230728
1,2-Dibromoethane	ND		0.00250	1	01/31/2019 13:35	WG1230728
Dibromomethane	ND		0.00500	1	01/31/2019 13:35	WG1230728
1,2-Dichlorobenzene	ND		0.00500	1	01/31/2019 13:35	WG1230728
1,3-Dichlorobenzene	ND		0.00500	1	01/31/2019 13:35	WG1230728
1,4-Dichlorobenzene	ND		0.00500	1	01/31/2019 13:35	WG1230728
Dichlorodifluoromethane	ND		0.00250	1	01/31/2019 13:35	WG1230728
1,1-Dichloroethane	ND		0.00250	1	01/31/2019 13:35	WG1230728
1,2-Dichloroethane	ND		0.00250	1	01/31/2019 13:35	WG1230728
1,1-Dichloroethene	ND		0.00250	1	01/31/2019 13:35	WG1230728
cis-1,2-Dichloroethene	ND		0.00250	1	01/31/2019 13:35	WG1230728
trans-1,2-Dichloroethene	ND		0.00500	1	01/31/2019 13:35	WG1230728
1,2-Dichloropropane	ND		0.00500	1	01/31/2019 13:35	WG1230728
1,1-Dichloropropene	ND		0.00250	1	01/31/2019 13:35	WG1230728
1,3-Dichloropropane	ND		0.00500	1	01/31/2019 13:35	WG1230728
cis-1,3-Dichloropropene	ND		0.00250	1	01/31/2019 13:35	WG1230728
trans-1,3-Dichloropropene	ND		0.00500	1	01/31/2019 13:35	WG1230728
2,2-Dichloropropane	ND		0.00250	1	01/31/2019 13:35	WG1230728
Di-isopropyl ether	ND		0.00100	1	01/31/2019 13:35	WG1230728
Ethylbenzene	ND		0.00250	1	01/31/2019 13:35	WG1230728
Hexachloro-1,3-butadiene	ND		0.0250	1	01/31/2019 13:35	WG1230728
Isopropylbenzene	ND		0.00250	1	01/31/2019 13:35	WG1230728
p-Isopropyltoluene	ND		0.00500	1	01/31/2019 13:35	WG1230728
2-Butanone (MEK)	ND		0.0250	1	01/31/2019 13:35	WG1230728
Methylene Chloride	ND		0.0250	1	01/31/2019 13:35	WG1230728
4-Methyl-2-pentanone (MIBK)	ND		0.0250	1	01/31/2019 13:35	WG1230728
Methyl tert-butyl ether	ND		0.00100	1	01/31/2019 13:35	WG1230728
Naphthalene	ND		0.0125	1	01/31/2019 13:35	WG1230728
n-Propylbenzene	ND		0.00500	1	01/31/2019 13:35	WG1230728
Styrene	ND		0.0125	1	01/31/2019 13:35	WG1230728
1,1,1,2-Tetrachloroethane	ND		0.00250	1	01/31/2019 13:35	WG1230728

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
1,1,2,2-Tetrachloroethane	ND		0.00250	1	01/31/2019 13:35	WG1230728
1,1,2-Trichlorotrifluoroethane	ND		0.00250	1	01/31/2019 13:35	WG1230728
Tetrachloroethene	ND		0.00250	1	01/31/2019 13:35	WG1230728
Toluene	ND		0.00500	1	01/31/2019 13:35	WG1230728
1,2,3-Trichlorobenzene	ND		0.00250	1	01/31/2019 13:35	WG1230728
1,2,4-Trichlorobenzene	ND		0.0125	1	01/31/2019 13:35	WG1230728
1,1,1-Trichloroethane	ND		0.00250	1	01/31/2019 13:35	WG1230728
1,1,2-Trichloroethane	ND		0.00250	1	01/31/2019 13:35	WG1230728
Trichloroethene	ND		0.00100	1	01/31/2019 13:35	WG1230728
Trichlorofluoromethane	ND		0.00250	1	01/31/2019 13:35	WG1230728
1,2,3-Trichloropropane	ND		0.0125	1	01/31/2019 13:35	WG1230728
1,2,4-Trimethylbenzene	ND		0.00500	1	01/31/2019 13:35	WG1230728
1,2,3-Trimethylbenzene	ND		0.00500	1	01/31/2019 13:35	WG1230728
1,3,5-Trimethylbenzene	ND		0.00500	1	01/31/2019 13:35	WG1230728
Vinyl chloride	ND		0.00250	1	01/31/2019 13:35	WG1230728
Xylenes, Total	ND		0.00650	1	01/31/2019 13:35	WG1230728
(S) Toluene-d8	*109*		*75.0-131*		*01/31/2019 13:35*	WG1230728
(S) 4-Bromofluorobenzene	*106*		*67.0-138*		*01/31/2019 13:35*	WG1230728
(S) 1,2-Dichloroethane-d4	*90.1*		*70.0-130*		*01/31/2019 13:35*	WG1230728

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
C10-C28 Diesel Range	ND		40.0	10	02/01/2019 05:28	WG1230859
C28-C40 Oil Range	46.4		40.0	10	02/01/2019 05:28	WG1230859
(S) o-Terphenyl	*110*		*18.0-148*		*02/01/2019 05:28*	WG1230859

Sample Narrative:

L1065550-04 WG1230859: Dilution due to matrix impact on instrumentation at lower dilution

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Acenaphthene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Acenaphthylene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Anthracene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Benzidine	ND	J4	0.666	2	01/31/2019 21:50	WG1230861
Benzo(a)anthracene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Benzo(b)fluoranthene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Benzo(k)fluoranthene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Benzo(g,h,i)perylene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Benzo(a)pyrene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Bis(2-chlorethoxy)methane	ND		0.666	2	01/31/2019 21:50	WG1230861
Bis(2-chloroethyl)ether	ND		0.666	2	01/31/2019 21:50	WG1230861
Bis(2-chloroisopropyl)ether	ND		0.666	2	01/31/2019 21:50	WG1230861
4-Bromophenyl-phenylether	ND		0.666	2	01/31/2019 21:50	WG1230861
2-Chloronaphthalene	ND		0.0666	2	01/31/2019 21:50	WG1230861
4-Chlorophenyl-phenylether	ND		0.666	2	01/31/2019 21:50	WG1230861
Chrysene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Dibenz(a,h)anthracene	ND		0.0666	2	01/31/2019 21:50	WG1230861
3,3-Dichlorobenzidine	ND		0.666	2	01/31/2019 21:50	WG1230861
2,4-Dinitrotoluene	ND		0.666	2	01/31/2019 21:50	WG1230861
2,6-Dinitrotoluene	ND		0.666	2	01/31/2019 21:50	WG1230861
Fluoranthene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Fluorene	ND		0.0666	2	01/31/2019 21:50	WG1230861

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Hexachlorobenzene	ND		0.666	2	01/31/2019 21:50	WG1230861
Hexachloro-1,3-butadiene	ND		0.666	2	01/31/2019 21:50	WG1230861
Hexachlorocyclopentadiene	ND		0.666	2	01/31/2019 21:50	WG1230861
Hexachloroethane	ND		0.666	2	01/31/2019 21:50	WG1230861
Indeno(1,2,3-cd)pyrene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Isophorone	ND		0.666	2	01/31/2019 21:50	WG1230861
Naphthalene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Nitrobenzene	ND		0.666	2	01/31/2019 21:50	WG1230861
n-Nitrosodimethylamine	ND		0.666	2	01/31/2019 21:50	WG1230861
n-Nitrosodiphenylamine	ND		0.666	2	01/31/2019 21:50	WG1230861
n-Nitrosodi-n-propylamine	ND		0.666	2	01/31/2019 21:50	WG1230861
Phenanthrene	ND		0.0666	2	01/31/2019 21:50	WG1230861
Benzylbutyl phthalate	ND		0.666	2	01/31/2019 21:50	WG1230861
Bis(2-ethylhexyl)phthalate	ND		0.666	2	01/31/2019 21:50	WG1230861
Di-n-butyl phthalate	ND		0.666	2	01/31/2019 21:50	WG1230861
Diethyl phthalate	ND		0.666	2	01/31/2019 21:50	WG1230861
Dimethyl phthalate	ND		0.666	2	01/31/2019 21:50	WG1230861
Di-n-octyl phthalate	ND		0.666	2	01/31/2019 21:50	WG1230861
Pyrene	ND		0.0666	2	01/31/2019 21:50	WG1230861
1,2,4-Trichlorobenzene	ND		0.666	2	01/31/2019 21:50	WG1230861
4-Chloro-3-methylphenol	ND		0.666	2	01/31/2019 21:50	WG1230861
2-Chlorophenol	ND		0.666	2	01/31/2019 21:50	WG1230861
2,4-Dichlorophenol	ND		0.666	2	01/31/2019 21:50	WG1230861
2,4-Dimethylphenol	ND		0.666	2	01/31/2019 21:50	WG1230861
4,6-Dinitro-2-methylphenol	ND		0.666	2	01/31/2019 21:50	WG1230861
2,4-Dinitrophenol	ND		0.666	2	01/31/2019 21:50	WG1230861
2-Nitrophenol	ND		0.666	2	01/31/2019 21:50	WG1230861
4-Nitrophenol	ND		0.666	2	01/31/2019 21:50	WG1230861
Pentachlorophenol	ND		0.666	2	01/31/2019 21:50	WG1230861
Phenol	ND		0.666	2	01/31/2019 21:50	WG1230861
2,4,6-Trichlorophenol	ND		0.666	2	01/31/2019 21:50	WG1230861
(S) 2-Fluorophenol	*90.2*		*12.0-120*		*01/31/2019 21:50*	WG1230861
(S) Phenol-d5	*81.2*		*10.0-120*		*01/31/2019 21:50*	WG1230861
(S) Nitrobenzene-d5	*82.9*		*10.0-122*		*01/31/2019 21:50*	WG1230861
(S) 2-Fluorobiphenyl	*91.1*		*15.0-120*		*01/31/2019 21:50*	WG1230861
(S) 2,4,6-Tribromophenol	*97.6*		*10.0-127*		*01/31/2019 21:50*	WG1230861
(S) p-Terphenyl-d14	*85.9*		*10.0-120*		*01/31/2019 21:50*	WG1230861

Sample Narrative:

L1065550-04 WG1230861: Dilution due to matrix impact during extract concentration procedure

Volatile Organic Compounds (GC) by Method 8015D/GRO

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
TPH (GC/FID) Low Fraction	ND		0.100	1	01/31/2019 14:03	WG1230801
(S) a,a,a-Trifluorotoluene(FID)	*93.5*		*77.0-120*		*01/31/2019 14:03*	WG1230801

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Acetone	ND		0.0250	1	01/31/2019 13:54	WG1230728
Acrylonitrile	ND		0.0125	1	01/31/2019 13:54	WG1230728
Benzene	ND		0.00100	1	01/31/2019 13:54	WG1230728
Bromobenzene	ND		0.0125	1	01/31/2019 13:54	WG1230728
Bromodichloromethane	ND		0.00250	1	01/31/2019 13:54	WG1230728
Bromoform	ND		0.0250	1	01/31/2019 13:54	WG1230728
Bromomethane	ND		0.0125	1	01/31/2019 13:54	WG1230728
n-Butylbenzene	ND		0.0125	1	01/31/2019 13:54	WG1230728
sec-Butylbenzene	ND		0.0125	1	01/31/2019 13:54	WG1230728
tert-Butylbenzene	ND		0.00500	1	01/31/2019 13:54	WG1230728
Carbon tetrachloride	ND		0.00500	1	01/31/2019 13:54	WG1230728
Chlorobenzene	ND		0.00250	1	01/31/2019 13:54	WG1230728
Chlorodibromomethane	ND		0.00250	1	01/31/2019 13:54	WG1230728
Chloroethane	ND		0.00500	1	01/31/2019 13:54	WG1230728
Chloroform	ND		0.00250	1	01/31/2019 13:54	WG1230728
Chloromethane	ND		0.0125	1	01/31/2019 13:54	WG1230728
2-Chlorotoluene	ND		0.00250	1	01/31/2019 13:54	WG1230728
4-Chlorotoluene	ND		0.00500	1	01/31/2019 13:54	WG1230728
1,2-Dibromo-3-Chloropropane	ND		0.0250	1	01/31/2019 13:54	WG1230728
1,2-Dibromoethane	ND		0.00250	1	01/31/2019 13:54	WG1230728
Dibromomethane	ND		0.00500	1	01/31/2019 13:54	WG1230728
1,2-Dichlorobenzene	ND		0.00500	1	01/31/2019 13:54	WG1230728
1,3-Dichlorobenzene	ND		0.00500	1	01/31/2019 13:54	WG1230728
1,4-Dichlorobenzene	ND		0.00500	1	01/31/2019 13:54	WG1230728
Dichlorodifluoromethane	ND		0.00250	1	01/31/2019 13:54	WG1230728
1,1-Dichloroethane	ND		0.00250	1	01/31/2019 13:54	WG1230728
1,2-Dichloroethane	ND		0.00250	1	01/31/2019 13:54	WG1230728
1,1-Dichloroethene	ND		0.00250	1	01/31/2019 13:54	WG1230728
cis-1,2-Dichloroethene	ND		0.00250	1	01/31/2019 13:54	WG1230728
trans-1,2-Dichloroethene	ND		0.00500	1	01/31/2019 13:54	WG1230728
1,2-Dichloropropane	ND		0.00500	1	01/31/2019 13:54	WG1230728
1,1-Dichloropropene	ND		0.00250	1	01/31/2019 13:54	WG1230728
1,3-Dichloropropane	ND		0.00500	1	01/31/2019 13:54	WG1230728
cis-1,3-Dichloropropene	ND		0.00250	1	01/31/2019 13:54	WG1230728
trans-1,3-Dichloropropene	ND		0.00500	1	01/31/2019 13:54	WG1230728
2,2-Dichloropropane	ND		0.00250	1	01/31/2019 13:54	WG1230728
Di-isopropyl ether	ND		0.00100	1	01/31/2019 13:54	WG1230728
Ethylbenzene	ND		0.00250	1	01/31/2019 13:54	WG1230728
Hexachloro-1,3-butadiene	ND		0.0250	1	01/31/2019 13:54	WG1230728
Isopropylbenzene	ND		0.00250	1	01/31/2019 13:54	WG1230728
p-Isopropyltoluene	ND		0.00500	1	01/31/2019 13:54	WG1230728
2-Butanone (MEK)	ND		0.0250	1	01/31/2019 13:54	WG1230728
Methylene Chloride	ND		0.0250	1	01/31/2019 13:54	WG1230728
4-Methyl-2-pentanone (MIBK)	ND		0.0250	1	01/31/2019 13:54	WG1230728
Methyl tert-butyl ether	ND		0.00100	1	01/31/2019 13:54	WG1230728
Naphthalene	ND		0.0125	1	01/31/2019 13:54	WG1230728
n-Propylbenzene	ND		0.00500	1	01/31/2019 13:54	WG1230728
Styrene	ND		0.0125	1	01/31/2019 13:54	WG1230728
1,1,1,2-Tetrachloroethane	ND		0.00250	1	01/31/2019 13:54	WG1230728

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
1,1,2,2-Tetrachloroethane	ND		0.00250	1	01/31/2019 13:54	WG1230728
1,1,2-Trichlorotrifluoroethane	ND		0.00250	1	01/31/2019 13:54	WG1230728
Tetrachloroethene	ND		0.00250	1	01/31/2019 13:54	WG1230728
Toluene	ND		0.00500	1	01/31/2019 13:54	WG1230728
1,2,3-Trichlorobenzene	ND		0.00250	1	01/31/2019 13:54	WG1230728
1,2,4-Trichlorobenzene	ND		0.0125	1	01/31/2019 13:54	WG1230728
1,1,1-Trichloroethane	ND		0.00250	1	01/31/2019 13:54	WG1230728
1,1,2-Trichloroethane	ND		0.00250	1	01/31/2019 13:54	WG1230728
Trichloroethene	ND		0.00100	1	01/31/2019 13:54	WG1230728
Trichlorofluoromethane	ND		0.00250	1	01/31/2019 13:54	WG1230728
1,2,3-Trichloropropane	ND		0.0125	1	01/31/2019 13:54	WG1230728
1,2,4-Trimethylbenzene	ND		0.00500	1	01/31/2019 13:54	WG1230728
1,2,3-Trimethylbenzene	ND		0.00500	1	01/31/2019 13:54	WG1230728
1,3,5-Trimethylbenzene	ND		0.00500	1	01/31/2019 13:54	WG1230728
Vinyl chloride	ND		0.00250	1	01/31/2019 13:54	WG1230728
Xylenes, Total	ND		0.00650	1	01/31/2019 13:54	WG1230728
(S) Toluene-d8	*108*		*75.0-131*		*01/31/2019 13:54*	WG1230728
(S) 4-Bromofluorobenzene	*105*		*67.0-138*		*01/31/2019 13:54*	WG1230728
(S) 1,2-Dichloroethane-d4	*89.4*		*70.0-130*		*01/31/2019 13:54*	WG1230728

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
C10-C28 Diesel Range	ND		400	100	02/01/2019 05:41	WG1230859
C28-C40 Oil Range	ND		400	100	02/01/2019 05:41	WG1230859
(S) o-Terphenyl	*0.000*	J7	*18.0-148*		*02/01/2019 05:41*	WG1230859

Sample Narrative:

L1065550-05 WG1230859: Dilution due to matrix impact on instrumentation at lower dilution, due to viscosity

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Acenaphthene	ND		0.333	10	01/31/2019 23:37	WG1230861
Acenaphthylene	ND		0.333	10	01/31/2019 23:37	WG1230861
Anthracene	ND		0.333	10	01/31/2019 23:37	WG1230861
Benzidine	ND	J4	3.33	10	01/31/2019 23:37	WG1230861
Benzo(a)anthracene	ND		0.333	10	01/31/2019 23:37	WG1230861
Benzo(b)fluoranthene	ND		0.333	10	01/31/2019 23:37	WG1230861
Benzo(k)fluoranthene	ND		0.333	10	01/31/2019 23:37	WG1230861
Benzo(g,h,i)perylene	ND		0.333	10	01/31/2019 23:37	WG1230861
Benzo(a)pyrene	ND		0.333	10	01/31/2019 23:37	WG1230861
Bis(2-chlorethoxy)methane	ND		3.33	10	01/31/2019 23:37	WG1230861
Bis(2-chloroethyl)ether	ND		3.33	10	01/31/2019 23:37	WG1230861
Bis(2-chloroisopropyl)ether	ND		3.33	10	01/31/2019 23:37	WG1230861
4-Bromophenyl-phenylether	ND		3.33	10	01/31/2019 23:37	WG1230861
2-Chloronaphthalene	ND		0.333	10	01/31/2019 23:37	WG1230861
4-Chlorophenyl-phenylether	ND		3.33	10	01/31/2019 23:37	WG1230861
Chrysene	ND		0.333	10	01/31/2019 23:37	WG1230861
Dibenz(a,h)anthracene	ND		0.333	10	01/31/2019 23:37	WG1230861
3,3-Dichlorobenzidine	ND		3.33	10	01/31/2019 23:37	WG1230861
2,4-Dinitrotoluene	ND		3.33	10	01/31/2019 23:37	WG1230861
2,6-Dinitrotoluene	ND		3.33	10	01/31/2019 23:37	WG1230861
Fluoranthene	ND		0.333	10	01/31/2019 23:37	WG1230861
Fluorene	ND		0.333	10	01/31/2019 23:37	WG1230861

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Hexachlorobenzene	ND		3.33	10	01/31/2019 23:37	WG1230861
Hexachloro-1,3-butadiene	ND		3.33	10	01/31/2019 23:37	WG1230861
Hexachlorocyclopentadiene	ND		3.33	10	01/31/2019 23:37	WG1230861
Hexachloroethane	ND		3.33	10	01/31/2019 23:37	WG1230861
Indeno(1,2,3-cd)pyrene	ND		0.333	10	01/31/2019 23:37	WG1230861
Isophorone	ND		3.33	10	01/31/2019 23:37	WG1230861
Naphthalene	ND		0.333	10	01/31/2019 23:37	WG1230861
Nitrobenzene	ND		3.33	10	01/31/2019 23:37	WG1230861
n-Nitrosodimethylamine	ND		3.33	10	01/31/2019 23:37	WG1230861
n-Nitrosodiphenylamine	ND		3.33	10	01/31/2019 23:37	WG1230861
n-Nitrosodi-n-propylamine	ND		3.33	10	01/31/2019 23:37	WG1230861
Phenanthrene	ND		0.333	10	01/31/2019 23:37	WG1230861
Benzylbutyl phthalate	ND		3.33	10	01/31/2019 23:37	WG1230861
Bis(2-ethylhexyl)phthalate	ND		3.33	10	01/31/2019 23:37	WG1230861
Di-n-butyl phthalate	ND		3.33	10	01/31/2019 23:37	WG1230861
Diethyl phthalate	ND		3.33	10	01/31/2019 23:37	WG1230861
Dimethyl phthalate	ND		3.33	10	01/31/2019 23:37	WG1230861
Di-n-octyl phthalate	ND		3.33	10	01/31/2019 23:37	WG1230861
Pyrene	ND		0.333	10	01/31/2019 23:37	WG1230861
1,2,4-Trichlorobenzene	ND		3.33	10	01/31/2019 23:37	WG1230861
4-Chloro-3-methylphenol	ND		3.33	10	01/31/2019 23:37	WG1230861
2-Chlorophenol	ND		3.33	10	01/31/2019 23:37	WG1230861
2,4-Dichlorophenol	ND		3.33	10	01/31/2019 23:37	WG1230861
2,4-Dimethylphenol	ND		3.33	10	01/31/2019 23:37	WG1230861
4,6-Dinitro-2-methylphenol	ND		3.33	10	01/31/2019 23:37	WG1230861
2,4-Dinitrophenol	ND		3.33	10	01/31/2019 23:37	WG1230861
2-Nitrophenol	ND		3.33	10	01/31/2019 23:37	WG1230861
4-Nitrophenol	ND		3.33	10	01/31/2019 23:37	WG1230861
Pentachlorophenol	ND		3.33	10	01/31/2019 23:37	WG1230861
Phenol	ND		3.33	10	01/31/2019 23:37	WG1230861
2,4,6-Trichlorophenol	ND		3.33	10	01/31/2019 23:37	WG1230861
(S) 2-Fluorophenol	*81.9*		*12.0-120*		*01/31/2019 23:37*	WG1230861
(S) Phenol-d5	*71.7*		*10.0-120*		*01/31/2019 23:37*	WG1230861
(S) Nitrobenzene-d5	*69.7*		*10.0-122*		*01/31/2019 23:37*	WG1230861
(S) 2-Fluorobiphenyl	*77.1*		*15.0-120*		*01/31/2019 23:37*	WG1230861
(S) 2,4,6-Tribromophenol	*76.9*		*10.0-127*		*01/31/2019 23:37*	WG1230861
(S) p-Terphenyl-d14	*76.2*		*10.0-120*		*01/31/2019 23:37*	WG1230861

Sample Narrative:

L1065550-05 WG1230861: Dilution due to matrix impact during extract concentration procedure

Method Blank (MB)

(MB) R3380275-3 01/31/19 11:04

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
TPH (GC/FID) Low Fraction	U		0.0217	0.100
(S) a,a,a-Trifluorotoluene(FID)	*94.9*			*77.0-120*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3380275-1 01/31/19 10:00 • (LCSD) R3380275-2 01/31/19 10:21

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
TPH (GC/FID) Low Fraction	5.50	5.83	5.36	106	97.4	72.0-127			8.45	20
(S) a,a,a-Trifluorotoluene(FID)				*110*	*108*	*77.0-120*				

Method Blank (MB)

(MB) R3380238-2 01/31/19 10:30

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Acetone	U		0.0137	0.0250
Acrylonitrile	U		0.00190	0.0125
Benzene	U		0.000400	0.00100
Bromobenzene	U		0.00105	0.0125
Bromodichloromethane	U		0.000788	0.00250
Bromoform	U		0.00598	0.0250
Bromomethane	U		0.00370	0.0125
n-Butylbenzene	U		0.00384	0.0125
sec-Butylbenzene	U		0.00253	0.0125
tert-Butylbenzene	U		0.00155	0.00500
Carbon tetrachloride	U		0.00108	0.00500
Chlorobenzene	U		0.000573	0.00250
Chlorodibromomethane	U		0.000450	0.00250
Chloroethane	U		0.00108	0.00500
Chloroform	U		0.000415	0.00250
Chloromethane	U		0.00139	0.0125
2-Chlorotoluene	U		0.000920	0.00250
4-Chlorotoluene	U		0.00113	0.00500
1,2-Dibromo-3-Chloropropane	U		0.00510	0.0250
1,2-Dibromoethane	U		0.000525	0.00250
Dibromomethane	U		0.00100	0.00500
1,2-Dichlorobenzene	U		0.00145	0.00500
1,3-Dichlorobenzene	U		0.00170	0.00500
1,4-Dichlorobenzene	U		0.00197	0.00500
Dichlorodifluoromethane	U		0.000818	0.00250
1,1-Dichloroethane	U		0.000575	0.00250
1,2-Dichloroethane	U		0.000475	0.00250
1,1-Dichloroethene	U		0.000500	0.00250
cis-1,2-Dichloroethene	U		0.000690	0.00250
trans-1,2-Dichloroethene	U		0.00143	0.00500
1,2-Dichloropropane	U		0.00127	0.00500
1,1-Dichloropropene	U		0.000700	0.00250
1,3-Dichloropropane	U		0.00175	0.00500
cis-1,3-Dichloropropene	U		0.000678	0.00250
trans-1,3-Dichloropropene	U		0.00153	0.00500
2,2-Dichloropropane	U		0.000793	0.00250
Di-isopropyl ether	U		0.000350	0.00100
Ethylbenzene	U		0.000530	0.00250
Hexachloro-1,3-butadiene	U		0.0127	0.0250
Isopropylbenzene	U		0.000863	0.00250

Method Blank (MB)

(MB) R3380238-2 01/31/19 10:30

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
p-Isopropyltoluene	U		0.00233	0.00500
2-Butanone (MEK)	U		0.0125	0.0250
Methylene Chloride	0.0161	J	0.00664	0.0250
4-Methyl-2-pentanone (MIBK)	U		0.0100	0.0250
Methyl tert-butyl ether	U		0.000295	0.00100
Naphthalene	0.00315	J	0.00312	0.0125
n-Propylbenzene	U		0.00118	0.00500
Styrene	U		0.00273	0.0125
1,1,1,2-Tetrachloroethane	U		0.000500	0.00250
1,1,2,2-Tetrachloroethane	U		0.000390	0.00250
Tetrachloroethene	U		0.000700	0.00250
Toluene	U		0.00125	0.00500
1,1,2-Trichlorotrifluoroethane	U		0.000675	0.00250
1,2,3-Trichlorobenzene	0.000980	J	0.000625	0.00250
1,2,4-Trichlorobenzene	U		0.00482	0.0125
1,1,1-Trichloroethane	U		0.000275	0.00250
1,1,2-Trichloroethane	U		0.000883	0.00250
Trichloroethene	U		0.000400	0.00100
Trichlorofluoromethane	U		0.000500	0.00250
1,2,3-Trichloropropane	U		0.00510	0.0125
1,2,3-Trimethylbenzene	U		0.00115	0.00500
1,2,4-Trimethylbenzene	U		0.00116	0.00500
1,3,5-Trimethylbenzene	U		0.00108	0.00500
Vinyl chloride	U		0.000683	0.00250
Xylenes, Total	U		0.00478	0.00650
(S) Toluene-d8	*105*			*75.0-131*
(S) 4-Bromofluorobenzene	*104*			*67.0-138*
(S) 1,2-Dichloroethane-d4	*89.4*			*70.0-130*

Laboratory Control Sample (LCS)

(LCS) R3380238-1 01/31/19 09:29

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Acetone	0.625	0.555	88.8	10.0-160	
Acrylonitrile	0.625	0.612	97.9	45.0-153	
Benzene	0.125	0.118	94.2	70.0-123	
Bromobenzene	0.125	0.115	92.4	73.0-121	
Bromodichloromethane	0.125	0.110	88.0	73.0-121	

Laboratory Control Sample (LCS)

(LCS) R3380238-1 01/31/19 09:29

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Bromoform	0.125	0.130	104	64.0-132	
Bromomethane	0.125	0.117	93.9	56.0-147	
n-Butylbenzene	0.125	0.116	93.0	68.0-135	
sec-Butylbenzene	0.125	0.120	95.9	74.0-130	
tert-Butylbenzene	0.125	0.117	93.2	75.0-127	
Carbon tetrachloride	0.125	0.116	93.0	66.0-128	
Chlorobenzene	0.125	0.118	94.7	76.0-128	
Chlorodibromomethane	0.125	0.126	101	74.0-127	
Chloroethane	0.125	0.117	93.3	61.0-134	
Chloroform	0.125	0.126	100	72.0-123	
Chloromethane	0.125	0.0972	77.8	51.0-138	
2-Chlorotoluene	0.125	0.114	91.1	75.0-124	
4-Chlorotoluene	0.125	0.121	96.4	75.0-124	
1,2-Dibromo-3-Chloropropane	0.125	0.123	98.1	59.0-130	
1,2-Dibromoethane	0.125	0.126	101	74.0-128	
Dibromomethane	0.125	0.124	99.4	75.0-122	
1,2-Dichlorobenzene	0.125	0.121	96.8	76.0-124	
1,3-Dichlorobenzene	0.125	0.123	98.1	76.0-125	
1,4-Dichlorobenzene	0.125	0.116	93.0	77.0-121	
Dichlorodifluoromethane	0.125	0.111	88.6	43.0-156	
1,1-Dichloroethane	0.125	0.121	96.4	70.0-127	
1,2-Dichloroethane	0.125	0.120	95.7	65.0-131	
1,1-Dichloroethene	0.125	0.118	94.5	65.0-131	
cis-1,2-Dichloroethene	0.125	0.118	94.3	73.0-125	
trans-1,2-Dichloroethene	0.125	0.124	99.4	71.0-125	
1,2-Dichloropropane	0.125	0.132	106	74.0-125	
1,1-Dichloropropene	0.125	0.120	96.4	73.0-125	
1,3-Dichloropropane	0.125	0.128	102	80.0-125	
cis-1,3-Dichloropropene	0.125	0.118	94.7	76.0-127	
trans-1,3-Dichloropropene	0.125	0.120	96.0	73.0-127	
2,2-Dichloropropane	0.125	0.109	87.0	59.0-135	
Di-isopropyl ether	0.125	0.112	89.9	60.0-136	
Ethylbenzene	0.125	0.124	98.8	74.0-126	
Hexachloro-1,3-butadiene	0.125	0.125	100	57.0-150	
Isopropylbenzene	0.125	0.125	100	72.0-127	
p-Isopropyltoluene	0.125	0.115	92.2	72.0-133	
2-Butanone (MEK)	0.625	0.573	91.6	30.0-160	
Methylene Chloride	0.125	0.128	102	68.0-123	
4-Methyl-2-pentanone (MIBK)	0.625	0.576	92.1	56.0-143	
Methyl tert-butyl ether	0.125	0.129	104	66.0-132	

Laboratory Control Sample (LCS)

(LCS) R3380238-1 01/31/19 09:29

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Naphthalene	0.125	0.129	103	59.0-130	
n-Propylbenzene	0.125	0.119	94.8	74.0-126	
Styrene	0.125	0.124	99.6	72.0-127	
1,1,1,2-Tetrachloroethane	0.125	0.115	91.6	74.0-129	
1,1,2,2-Tetrachloroethane	0.125	0.122	97.9	68.0-128	
Tetrachloroethene	0.125	0.126	101	70.0-136	
Toluene	0.125	0.120	95.7	75.0-121	
1,1,2-Trichlorotrifluoroethane	0.125	0.125	100	61.0-139	
1,2,3-Trichlorobenzene	0.125	0.119	94.9	59.0-139	
1,2,4-Trichlorobenzene	0.125	0.124	99.0	62.0-137	
1,1,1-Trichloroethane	0.125	0.113	90.6	69.0-126	
1,1,2-Trichloroethane	0.125	0.132	105	78.0-123	
Trichloroethene	0.125	0.130	104	76.0-126	
Trichlorofluoromethane	0.125	0.117	93.6	61.0-142	
1,2,3-Trichloropropane	0.125	0.119	95.2	67.0-129	
1,2,3-Trimethylbenzene	0.125	0.117	93.6	74.0-124	
1,2,4-Trimethylbenzene	0.125	0.115	91.9	70.0-126	
1,3,5-Trimethylbenzene	0.125	0.117	93.7	73.0-127	
Vinyl chloride	0.125	0.117	93.2	63.0-134	
Xylenes, Total	0.375	0.366	97.6	72.0-127	
(S) Toluene-d8			*104*	*75.0-131*	
(S) 4-Bromofluorobenzene			*103*	*67.0-138*	
(S) 1,2-Dichloroethane-d4			*93.5*	*70.0-130*	

L1065075-04 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1065075-04 01/31/19 16:50 • (MS) R3380238-3 01/31/19 19:09 • (MSD) R3380238-4 01/31/19 19:29

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Acetone	0.625	U	0.306	0.223	49.0	35.6	1	10.0-160			31.6	40
Acrylonitrile	0.625	U	0.637	0.539	102	86.2	1	10.0-160			16.7	40
Benzene	0.125	U	0.139	0.0620	111	49.6	1	10.0-149		J3	76.8	37
Bromobenzene	0.125	U	0.141	0.0803	113	64.3	1	10.0-156		J3	54.9	38
Bromodichloromethane	0.125	U	0.132	0.0806	105	64.5	1	10.0-143		J3	48.2	37
Bromoform	0.125	U	0.146	0.111	117	88.8	1	10.0-146			27.2	36
Bromomethane	0.125	U	0.104	0.0487	83.6	39.0	1	10.0-149		J3	72.8	38
n-Butylbenzene	0.125	U	0.150	0.0683	120	54.7	1	10.0-160		J3	74.5	40
sec-Butylbenzene	0.125	U	0.157	0.0672	125	53.7	1	10.0-159		J3	79.9	39
tert-Butylbenzene	0.125	U	0.150	0.0665	120	53.2	1	10.0-156		J3	77.0	39

L1065075-04 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1065075-04 01/31/19 16:50 • (MS) R3380238-3 01/31/19 19:09 • (MSD) R3380238-4 01/31/19 19:29

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Carbon tetrachloride	0.125	U	0.136	0.0481	109	38.5	1	10.0-145		J3	95.4	37
Chlorobenzene	0.125	U	0.147	0.0811	118	64.9	1	10.0-152		J3	58.0	39
Chlorodibromomethane	0.125	U	0.152	0.102	122	81.9	1	10.0-146		J3	39.1	37
Chloroethane	0.125	U	0.0957	0.0428	76.6	34.3	1	10.0-146		J3	76.4	40
Chloroform	0.125	U	0.150	0.0767	120	61.3	1	10.0-146		J3	64.5	37
Chloromethane	0.125	U	0.0802	0.0329	64.2	26.3	1	10.0-159		J3	83.6	37
2-Chlorotoluene	0.125	U	0.147	0.0727	117	58.2	1	10.0-159		J3	67.4	38
4-Chlorotoluene	0.125	U	0.151	0.0807	121	64.6	1	10.0-155		J3	60.8	39
1,2-Dibromo-3-Chloropropane	0.125	U	0.129	0.110	103	88.1	1	10.0-151			16.0	39
1,2-Dibromoethane	0.125	U	0.145	0.107	116	85.6	1	10.0-148			30.0	34
Dibromomethane	0.125	U	0.147	0.107	118	85.7	1	10.0-147			31.4	35
1,2-Dichlorobenzene	0.125	U	0.149	0.0962	119	77.0	1	10.0-155		J3	43.3	37
1,3-Dichlorobenzene	0.125	U	0.154	0.0880	123	70.4	1	10.0-153		J3	54.6	38
1,4-Dichlorobenzene	0.125	U	0.142	0.0855	114	68.4	1	10.0-151		J3	49.6	38
Dichlorodifluoromethane	0.125	U	0.0840	0.0240	67.2	19.2	1	10.0-160		J3	111	35
1,1-Dichloroethane	0.125	U	0.145	0.0652	116	52.2	1	10.0-147		J3	75.7	37
1,2-Dichloroethane	0.125	U	0.139	0.0950	111	76.0	1	10.0-148		J3	37.7	35
1,1-Dichloroethene	0.125	U	0.130	0.0435	104	34.8	1	10.0-155		J3	99.7	37
cis-1,2-Dichloroethene	0.125	U	0.128	0.0640	103	51.2	1	10.0-149		J3	66.9	37
trans-1,2-Dichloroethene	0.125	U	0.131	0.0569	104	45.5	1	10.0-150		J3	78.6	37
1,2-Dichloropropane	0.125	U	0.150	0.0862	120	69.0	1	10.0-148		J3	54.1	37
1,1-Dichloropropene	0.125	U	0.133	0.0505	106	40.4	1	10.0-153		J3	89.8	35
1,3-Dichloropropane	0.125	U	0.151	0.110	121	88.1	1	10.0-154			31.3	35
cis-1,3-Dichloropropene	0.125	U	0.136	0.0876	109	70.1	1	10.0-151		J3	43.6	37
trans-1,3-Dichloropropene	0.125	U	0.140	0.0972	112	77.8	1	10.0-148			35.9	37
2,2-Dichloropropane	0.125	U	0.107	0.0413	85.4	33.0	1	10.0-138		J3	88.5	36
Di-isopropyl ether	0.125	U	0.138	0.0850	111	68.0	1	10.0-147		J3	47.6	36
Ethylbenzene	0.125	U	0.155	0.0685	124	54.8	1	10.0-160		J3	77.7	38
Hexachloro-1,3-butadiene	0.125	U	0.140	0.0790	112	63.2	1	10.0-160		J3	56.0	40
Isopropylbenzene	0.125	U	0.163	0.0727	131	58.1	1	10.0-155		J3	76.8	38
p-Isopropyltoluene	0.125	U	0.147	0.0682	118	54.5	1	10.0-160		J3	73.4	40
2-Butanone (MEK)	0.625	U	0.569	0.479	91.0	76.7	1	10.0-160			17.0	40
Methylene Chloride	0.125	0.0125	0.139	0.0839	101	57.2	1	10.0-141		J3	49.2	37
4-Methyl-2-pentanone (MIBK)	0.625	U	0.669	0.573	107	91.6	1	10.0-160			15.5	35
Methyl tert-butyl ether	0.125	U	0.138	0.0980	110	78.4	1	11.0-147			33.8	35
Naphthalene	0.125	U	0.153	0.129	123	103	1	10.0-160			17.2	36
n-Propylbenzene	0.125	U	0.148	0.0652	119	52.1	1	10.0-158		J3	77.9	38
Styrene	0.125	U	0.156	0.0880	125	70.4	1	10.0-160		J3	55.7	40
1,1,1,2-Tetrachloroethane	0.125	U	0.146	0.0834	117	66.7	1	10.0-149		J3	54.7	39
1,1,2,2-Tetrachloroethane	0.125	U	0.144	0.109	115	87.5	1	10.0-160			27.3	35

L1065075-04 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1065075-04 01/31/19 16:50 • (MS) R3380238-3 01/31/19 19:09 • (MSD) R3380238-4 01/31/19 19:29

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Tetrachloroethene	0.125	U	0.149	0.0568	119	45.4	1	10.0-156		J3	89.7	39
Toluene	0.125	U	0.144	0.0695	115	55.6	1	10.0-156		J3	69.9	38
1,1,2-Trichlorotrifluoroethane	0.125	U	0.136	0.0395	109	31.6	1	10.0-160		J3	110	36
1,2,3-Trichlorobenzene	0.125	U	0.158	0.120	126	96.3	1	10.0-160			27.0	40
1,2,4-Trichlorobenzene	0.125	U	0.156	0.108	124	86.1	1	10.0-160			36.5	40
1,1,1-Trichloroethane	0.125	U	0.144	0.0545	115	43.6	1	10.0-144		J3	90.1	35
1,1,2-Trichloroethane	0.125	U	0.154	0.118	123	94.8	1	10.0-160			26.1	35
Trichloroethene	0.125	U	0.152	0.0663	121	53.0	1	10.0-156		J3	78.3	38
Trichlorofluoromethane	0.125	U	0.107	0.0360	85.6	28.8	1	10.0-160		J3	99.4	40
1,2,3-Trichloropropane	0.125	U	0.135	0.111	108	89.0	1	10.0-156			19.1	35
1,2,3-Trimethylbenzene	0.125	U	0.143	0.0820	115	65.6	1	10.0-160		J3	54.3	36
1,2,4-Trimethylbenzene	0.125	U	0.143	0.0748	114	59.8	1	10.0-160		J3	62.5	36
1,3,5-Trimethylbenzene	0.125	U	0.152	0.0719	121	57.5	1	10.0-160		J3	71.4	38
Vinyl chloride	0.125	U	0.0987	0.0332	78.9	26.6	1	10.0-160		J3	99.3	37
Xylenes, Total	0.375	U	0.460	0.224	123	59.7	1	10.0-160		J3	69.0	38
(S) Toluene-d8					*106*	*106*		*75.0-131*				
(S) 4-Bromofluorobenzene					*104*	*107*		*67.0-138*				
(S) 1,2-Dichloroethane-d4					*94.2*	*92.6*		*70.0-130*				

Method Blank (MB)

(MB) R3380484-1 02/01/19 02:15

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
C10-C28 Diesel Range	U		1.61	4.00
C28-C40 Oil Range	U		0.274	4.00
(S) o-Terphenyl	*120*			*18.0-148*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3380484-2 02/01/19 02:29 • (LCSD) R3380484-3 02/01/19 02:43

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
C10-C28 Diesel Range	50.0	44.6	44.3	89.2	88.6	50.0-150			0.675	20
(S) o-Terphenyl				*135*	*130*	*18.0-148*				

L1065066-04 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1065066-04 02/01/19 02:57 • (MS) R3380484-4 02/01/19 03:10 • (MSD) R3380484-5 02/01/19 03:24

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
C10-C28 Diesel Range	50.0	2.04	34.2	38.4	64.3	72.7	1	50.0-150			11.6	20
(S) o-Terphenyl					*95.5*	*112*		*18.0-148*				

Method Blank (MB)

(MB) R3380379-3 01/31/19 19:09

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Acenaphthene	U		0.00642	0.0333
Acenaphthylene	U		0.00671	0.0333
Anthracene	U		0.00632	0.0333
Benzidine	U		0.0637	0.333
Benzo(a)anthracene	U		0.00428	0.0333
Benzo(b)fluoranthene	U		0.00695	0.0333
Benzo(k)fluoranthene	U		0.00582	0.0333
Benzo(g,h,i)perylene	U		0.00721	0.0333
Benzo(a)pyrene	U		0.00548	0.0333
Bis(2-chlorethoxy)methane	U		0.00770	0.333
Bis(2-chloroethyl)ether	U		0.00896	0.333
Bis(2-chloroisopropyl)ether	U		0.00760	0.333
4-Bromophenyl-phenylether	U		0.0114	0.333
2-Chloronaphthalene	U		0.00639	0.0333
4-Chlorophenyl-phenylether	U		0.00627	0.333
Chrysene	U		0.00555	0.0333
Dibenz(a,h)anthracene	U		0.00821	0.0333
3,3-Dichlorobenzidine	U		0.0794	0.333
2,4-Dinitrotoluene	U		0.00607	0.333
2,6-Dinitrotoluene	U		0.00737	0.333
Fluoranthene	U		0.00496	0.0333
Fluorene	U		0.00682	0.0333
Hexachlorobenzene	U		0.00856	0.333
Hexachloro-1,3-butadiene	U		0.0100	0.333
Hexachlorocyclopentadiene	U		0.0587	0.333
Hexachloroethane	U		0.0134	0.333
Indeno(1,2,3-cd)pyrene	U		0.00772	0.0333
Isophorone	U		0.00522	0.333
Naphthalene	U		0.00889	0.0333
Nitrobenzene	U		0.00695	0.333
n-Nitrosodimethylamine	U		0.0647	0.333
n-Nitrosodiphenylamine	U		0.0900	0.333
n-Nitrosodi-n-propylamine	U		0.00906	0.333
Phenanthrene	U		0.00528	0.0333
Benzylbutyl phthalate	U		0.0103	0.333
Bis(2-ethylhexyl)phthalate	U		0.0120	0.333
Di-n-butyl phthalate	U		0.0109	0.333
Diethyl phthalate	U		0.00691	0.333
Dimethyl phthalate	U		0.00540	0.333
Di-n-octyl phthalate	U		0.00907	0.333

Method Blank (MB)

(MB) R3380379-3 01/31/19 19:09

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Pyrene	U		0.0123	0.0333
1,2,4-Trichlorobenzene	U		0.00876	0.333
4-Chloro-3-methylphenol	U		0.00477	0.333
2-Chlorophenol	U		0.00831	0.333
2,4-Dichlorophenol	U		0.00746	0.333
2,4-Dimethylphenol	U		0.0471	0.333
4,6-Dinitro-2-methylphenol	U		0.124	0.333
2,4-Dinitrophenol	U		0.0980	0.333
2-Nitrophenol	U		0.0130	0.333
4-Nitrophenol	U		0.0525	0.333
Pentachlorophenol	U		0.0480	0.333
Phenol	U		0.00695	0.333
2,4,6-Trichlorophenol	U		0.00779	0.333
(S) Nitrobenzene-d5	*67.9*			*10.0-122*
(S) 2-Fluorobiphenyl	*76.9*			*15.0-120*
(S) p-Terphenyl-d14	*86.5*			*10.0-120*
(S) Phenol-d5	*66.7*			*10.0-120*
(S) 2-Fluorophenol	*76.7*			*12.0-120*
(S) 2,4,6-Tribromophenol	*85.0*			*10.0-127*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3380379-1 01/31/19 18:23 • (LCSD) R3380379-2 01/31/19 18:46

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Acenaphthene	0.666	0.547	0.498	82.1	74.8	38.0-120			9.38	22
Acenaphthylene	0.666	0.547	0.494	82.1	74.2	40.0-120			10.2	22
Anthracene	0.666	0.546	0.497	82.0	74.6	42.0-120			9.40	20
Benzidine	0.666	ND	ND	0.000	0.000	1.00-120	J4	J4	0.000	40
Benzo(a)anthracene	0.666	0.602	0.558	90.4	83.8	44.0-120			7.59	20
Benzo(b)fluoranthene	0.666	0.592	0.534	88.9	80.2	43.0-120			10.3	22
Benzo(k)fluoranthene	0.666	0.589	0.540	88.4	81.1	44.0-120			8.68	21
Benzo(g,h,i)perylene	0.666	0.597	0.556	89.6	83.5	43.0-120			7.11	22
Benzo(a)pyrene	0.666	0.579	0.523	86.9	78.5	45.0-120			10.2	20
Bis(2-chlorethoxy)methane	0.666	0.396	0.358	59.5	53.8	20.0-120			10.1	23
Bis(2-chloroethyl)ether	0.666	0.499	0.443	74.9	66.5	16.0-120			11.9	31
Bis(2-chloroisopropyl)ether	0.666	0.481	0.437	72.2	65.6	23.0-120			9.59	30
4-Bromophenyl-phenylether	0.666	0.633	0.559	95.0	83.9	40.0-120			12.4	21
2-Chloronaphthalene	0.666	0.540	0.482	81.1	72.4	35.0-120			11.4	24

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3380379-1 01/31/19 18:23 • (LCSD) R3380379-2 01/31/19 18:46

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
4-Chlorophenyl-phenylether	0.666	0.592	0.535	88.9	80.3	40.0-120			10.1	22
Chrysene	0.666	0.573	0.530	86.0	79.6	43.0-120			7.80	20
Dibenz(a,h)anthracene	0.666	0.607	0.558	91.1	83.8	44.0-120			8.41	22
3,3-Dichlorobenzidine	0.666	0.356	0.354	53.5	53.2	28.0-120			0.563	23
2,4-Dinitrotoluene	0.666	0.629	0.572	94.4	85.9	45.0-120			9.49	21
2,6-Dinitrotoluene	0.666	0.572	0.523	85.9	78.5	42.0-120			8.95	21
Fluoranthene	0.666	0.592	0.535	88.9	80.3	44.0-120			10.1	21
Fluorene	0.666	0.562	0.505	84.4	75.8	41.0-120			10.7	22
Hexachlorobenzene	0.666	0.628	0.556	94.3	83.5	39.0-120			12.2	21
Hexachloro-1,3-butadiene	0.666	0.510	0.471	76.6	70.7	15.0-120			7.95	28
Hexachlorocyclopentadiene	0.666	0.579	0.520	86.9	78.1	15.0-120			10.7	31
Hexachloroethane	0.666	0.455	0.408	68.3	61.3	17.0-120			10.9	31
Indeno(1,2,3-cd)pyrene	0.666	0.593	0.545	89.0	81.8	45.0-120			8.44	21
Isophorone	0.666	0.399	0.366	59.9	55.0	23.0-120			8.63	23
Naphthalene	0.666	0.464	0.421	69.7	63.2	18.0-120			9.72	24
Nitrobenzene	0.666	0.402	0.369	60.4	55.4	17.0-120			8.56	26
n-Nitrosodimethylamine	0.666	0.417	0.343	62.6	51.5	10.0-125			19.5	33
n-Nitrosodiphenylamine	0.666	0.550	0.484	82.6	72.7	40.0-120			12.8	21
n-Nitrosodi-n-propylamine	0.666	0.453	0.398	68.0	59.8	26.0-120			12.9	27
Phenanthrene	0.666	0.559	0.500	83.9	75.1	42.0-120			11.1	20
Benzylbutyl phthalate	0.666	0.550	0.507	82.6	76.1	40.0-120			8.14	21
Bis(2-ethylhexyl)phthalate	0.666	0.563	0.514	84.5	77.2	41.0-120			9.10	21
Di-n-butyl phthalate	0.666	0.578	0.517	86.8	77.6	43.0-120			11.1	20
Diethyl phthalate	0.666	0.576	0.512	86.5	76.9	43.0-120			11.8	21
Dimethyl phthalate	0.666	0.573	0.521	86.0	78.2	43.0-120			9.51	22
Di-n-octyl phthalate	0.666	0.581	0.531	87.2	79.7	40.0-120			8.99	21
Pyrene	0.666	0.570	0.524	85.6	78.7	41.0-120			8.41	21
1,2,4-Trichlorobenzene	0.666	0.468	0.432	70.3	64.9	17.0-120			8.00	26
4-Chloro-3-methylphenol	0.666	0.440	0.408	66.1	61.3	28.0-120			7.55	20
2-Chlorophenol	0.666	0.532	0.481	79.9	72.2	28.0-120			10.1	28
2,4-Dichlorophenol	0.666	0.484	0.451	72.7	67.7	25.0-120			7.06	21
2,4-Dimethylphenol	0.666	0.413	0.382	62.0	57.4	15.0-120			7.80	26
4,6-Dinitro-2-methylphenol	0.666	0.682	0.632	102	94.9	16.0-120			7.61	33
2,4-Dinitrophenol	0.666	0.490	0.486	73.6	73.0	10.0-120			0.820	40
2-Nitrophenol	0.666	0.524	0.479	78.7	71.9	20.0-120			8.97	25
4-Nitrophenol	0.666	0.638	0.571	95.8	85.7	27.0-120			11.1	24
Pentachlorophenol	0.666	0.690	0.658	104	98.8	29.0-120			4.75	25
Phenol	0.666	0.482	0.435	72.4	65.3	28.0-120			10.3	27
2,4,6-Trichlorophenol	0.666	0.610	0.554	91.6	83.2	37.0-120			9.62	24
(S) Nitrobenzene-d5				*62.2*	*56.2*	*10.0-122*				

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3380379-1 01/31/19 18:23 • (LCSD) R3380379-2 01/31/19 18:46

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
(S) 2-Fluorobiphenyl				*85.0*	*76.6*	*15.0-120*				
(S) p-Terphenyl-d14				*90.1*	*82.9*	*10.0-120*				
(S) Phenol-d5				*73.4*	*65.5*	*10.0-120*				
(S) 2-Fluorophenol				*85.3*	*76.7*	*12.0-120*				
(S) 2,4,6-Tribromophenol				*105*	*94.3*	*10.0-127*				

L1064991-11 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1064991-11 02/01/19 01:56 • (MS) R3380379-4 02/01/19 02:19 • (MSD) R3380379-5 02/01/19 02:42

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Acenaphthene	0.666	0.00683	0.500	0.478	74.0	70.7	1	18.0-120			4.50	32
Acenaphthylene	0.666	U	0.494	0.465	74.2	69.8	1	25.0-120			6.05	32
Anthracene	0.666	0.0137	0.500	0.491	73.0	71.7	1	22.0-120			1.82	29
Benzidine	1.33	U	ND	ND	0.000	0.000	1	1.00-120	J6	J6	0.000	40
Benzo(a)anthracene	0.666	0.0580	0.605	0.570	82.1	76.9	1	25.0-120			5.96	29
Benzo(b)fluoranthene	0.666	0.114	0.739	0.674	93.8	84.1	1	19.0-122			9.20	31
Benzo(k)fluoranthene	0.666	0.0406	0.640	0.623	90.0	87.4	1	23.0-120			2.69	30
Benzo(g,h,i)perylene	0.666	0.0229	0.262	0.244	35.9	33.2	1	10.0-120			7.11	33
Benzo(a)pyrene	0.666	0.0628	0.581	0.556	77.8	74.1	1	24.0-120			4.40	30
Bis(2-chlorethoxy)methane	0.666	U	0.343	0.335	51.5	50.3	1	10.0-120			2.36	34
Bis(2-chloroethyl)ether	0.666	U	0.423	0.406	63.5	61.0	1	10.0-120			4.10	40
Bis(2-chloroisopropyl)ether	0.666	U	0.406	0.394	61.0	59.2	1	10.0-120			3.00	40
4-Bromophenyl-phenylether	0.666	U	0.557	0.538	83.6	80.8	1	27.0-120			3.47	30
2-Chloronaphthalene	0.666	U	0.477	0.448	71.6	67.3	1	20.0-120			6.27	32
4-Chlorophenyl-phenylether	0.666	U	0.535	0.503	80.3	75.5	1	24.0-120			6.17	29
Chrysene	0.666	0.0897	0.596	0.553	76.0	69.6	1	21.0-120			7.48	29
Dibenz(a,h)anthracene	0.666	0.00875	0.327	0.309	47.8	45.1	1	10.0-120			5.66	32
3,3-Dichlorobenzidine	1.33	U	0.349	0.400	26.2	30.1	1	10.0-120			13.6	34
2,4-Dinitrotoluene	0.666	U	0.543	0.516	81.5	77.5	1	30.0-120			5.10	31
2,6-Dinitrotoluene	0.666	U	0.512	0.490	76.9	73.6	1	25.0-120			4.39	31
Fluoranthene	0.666	0.148	0.681	0.617	80.0	70.4	1	18.0-126			9.86	32
Fluorene	0.666	U	0.505	0.481	75.8	72.2	1	25.0-120			4.87	30
Hexachlorobenzene	0.666	U	0.557	0.536	83.6	80.5	1	27.0-120			3.84	28
Hexachloro-1,3-butadiene	0.666	U	0.439	0.426	65.9	64.0	1	10.0-120			3.01	38
Hexachlorocyclopentadiene	0.666	U	0.0869	ND	13.0	0.000	1	10.0-120		J3 J6	200	40
Hexachloroethane	0.666	U	0.334	0.324	50.2	48.6	1	10.0-120			3.04	40
Indeno(1,2,3-cd)pyrene	0.666	0.0236	0.318	0.300	44.2	41.5	1	10.0-120			5.83	32
Isophorone	0.666	U	0.346	0.339	52.0	50.9	1	13.0-120			2.04	34

L1064991-11 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1064991-11 02/01/19 01:56 • (MS) R3380379-4 02/01/19 02:19 • (MSD) R3380379-5 02/01/19 02:42

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Naphthalene	0.666	U	0.402	0.391	60.4	58.7	1	10.0-120			2.77	35
Nitrobenzene	0.666	U	0.352	0.341	52.9	51.2	1	10.0-120			3.17	36
n-Nitrosodimethylamine	0.666	U	0.332	0.307	49.8	46.1	1	10.0-127			7.82	40
n-Nitrosodiphenylamine	0.666	U	0.479	0.465	71.9	69.8	1	17.0-120			2.97	29
n-Nitrosodi-n-propylamine	0.666	U	0.383	0.368	57.5	55.3	1	10.0-120			3.99	37
Phenanthrene	0.666	0.0645	0.542	0.541	71.7	71.5	1	17.0-120			0.185	31
Benzylbutyl phthalate	0.666	U	0.494	0.470	74.2	70.6	1	23.0-120			4.98	30
Bis(2-ethylhexyl)phthalate	0.666	U	0.508	0.484	76.3	72.7	1	17.0-126			4.84	30
Di-n-butyl phthalate	0.666	U	0.507	0.490	76.1	73.6	1	30.0-120			3.41	29
Diethyl phthalate	0.666	U	0.511	0.487	76.7	73.1	1	26.0-120			4.81	28
Dimethyl phthalate	0.666	U	0.518	0.493	77.8	74.0	1	25.0-120			4.95	29
Di-n-octyl phthalate	0.666	U	0.543	0.514	81.5	77.2	1	21.0-123			5.49	29
Pyrene	0.666	0.124	0.616	0.558	73.9	65.2	1	16.0-121			9.88	32
1,2,4-Trichlorobenzene	0.666	U	0.408	0.396	61.3	59.5	1	12.0-120			2.99	37
4-Chloro-3-methylphenol	0.666	U	0.402	0.386	60.4	58.0	1	15.0-120			4.06	30
2-Chlorophenol	0.666	U	0.453	0.427	68.0	64.1	1	15.0-120			5.91	37
2,4-Dichlorophenol	0.666	U	0.429	0.407	64.4	61.1	1	20.0-120			5.26	31
2,4-Dimethylphenol	0.666	U	0.379	0.361	56.9	54.2	1	10.0-120			4.86	33
4,6-Dinitro-2-methylphenol	0.666	U	0.195	0.189	29.3	28.4	1	10.0-120			3.12	39
2,4-Dinitrophenol	0.666	U	0.181	0.175	27.2	26.3	1	10.0-121			3.37	40
2-Nitrophenol	0.666	U	0.424	0.400	63.7	60.1	1	12.0-120			5.83	39
4-Nitrophenol	0.666	U	0.554	0.504	83.2	75.7	1	10.0-137			9.45	32
Pentachlorophenol	0.666	U	0.594	0.483	89.2	72.5	1	10.0-160			20.6	31
Phenol	0.666	U	0.407	0.374	61.1	56.2	1	12.0-120			8.45	38
2,4,6-Trichlorophenol	0.666	U	0.511	0.463	76.7	69.5	1	19.0-120			9.86	32
(S) Nitrobenzene-d5					*52.9*	*61.9*		*10.0-122*				
(S) 2-Fluorobiphenyl					*74.2*	*72.7*		*15.0-120*				
(S) p-Terphenyl-d14					*79.0*	*81.1*		*10.0-120*				
(S) Phenol-d5					*61.3*	*59.0*		*10.0-120*				
(S) 2-Fluorophenol					*70.1*	*65.8*		*12.0-120*				
(S) 2,4,6-Tribromophenol					*89.5*	*84.7*		*10.0-127*				

Guide to Reading and Understanding Your Laboratory Report

The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Abbreviations and Definitions

MDL	Method Detection Limit.
ND	Not detected at the Reporting Limit (or MDL where applicable).
RDL	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
(S)	Surrogate (Surrogate Standard) - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state “ND” (Not Detected) or “BDL” (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

Qualifier	Description
J	The identification of the analyte is acceptable; the reported value is an estimate.
J3	The associated batch QC was outside the established quality control range for precision.
J4	The associated batch QC was outside the established quality control range for accuracy.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.
J7	Surrogate recovery cannot be used for control limit evaluation due to dilution.

Pace National is the only environmental laboratory accredited/certified to support your work nationwide from one location. One phone call, one point of contact, one laboratory. No other lab is as accessible or prepared to handle your needs throughout the country. Our capacity and capability from our single location laboratory is comparable to the collective totals of the network laboratories in our industry. The most significant benefit to our one location design is the design of our laboratory campus. The model is conducive to accelerated productivity, decreasing turn-around time, and preventing cross contamination, thus protecting sample integrity. Our focus on premium quality and prompt service allows us to be YOUR LAB OF CHOICE.
* Not all certifications held by the laboratory are applicable to the results reported in the attached report.
* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace National.

State Accreditations

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN-03-2002-34
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey–NELAP	TN002
California	2932	New Mexico [1]	n/a
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina [1]	DW21704
Georgia	NELAP	North Carolina [3]	41
Georgia [1]	923	North Dakota	R-140
Idaho	TN00003	Ohio–VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LAO00356
Kentucky [1 6]	90010	South Carolina	84004
Kentucky [2]	16	South Dakota	n/a
Louisiana	AI30792	Tennessee [1 4]	2006
Louisiana [1]	LA180010	Texas	T 104704245-17-14
Maine	TN0002	Texas [5]	LAB0152
Maryland	324	Utah	TN00003
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	460132
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	9980939910
Montana	CERT0086	Wyoming	A2LA

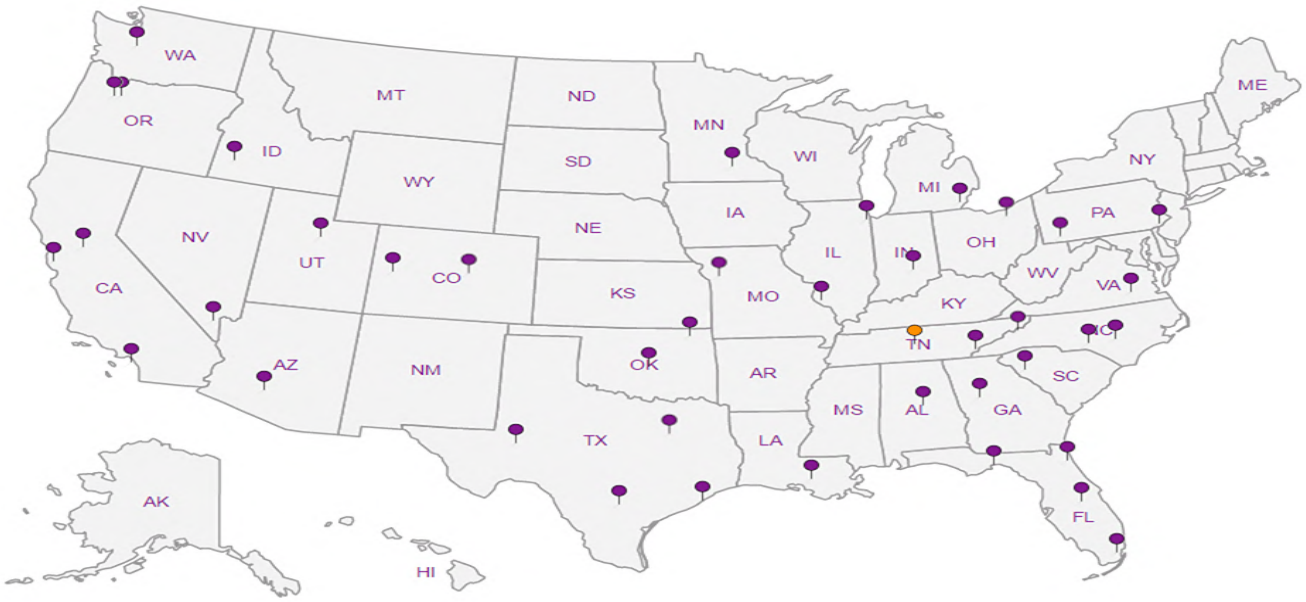
Third Party Federal Accreditations

A2LA – ISO 17025	1461.01	AIHA-LAP,LLC EMLAP	100789
A2LA – ISO 17025 [5]	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA–Crypto	TN00003		

[1] Drinking Water [2] Underground Storage Tanks [3] Aquatic Toxicity [4] Chemical/Microbiological [5] Mold [6] Wastewater n/a Accreditation not applicable

Our Locations

Pace National has sixty-four client support centers that provide sample pickup and/or the delivery of sampling supplies. If you would like assistance from one of our support offices, please contact our main office. Pace National performs all testing at our central laboratory.



Farmer Environmental Group

8120 Sheridan Blvd., Suite A306
Westminster, CO 80003

Billing Information:

Report to: **Jennifer Day**

Email To: **jennifer.day@farmereg.com**

Project Description: **30 Pearl; Boulder CO**

City/State Collected: Boulder, CO

Phone: **303-468-8763**
Fax:

Client Project # 3011.43

Lab Project #

Collected by (print): Mark Brady

Site/Facility ID #

P.O. #

Collected by (signature):

Immediately Packed on Ice N___ Y X

Rush? (Lab MUST Be Notified)
X Same Day ___ Five Day
___ Next Day ___ 5 Day (Rad Only)
___ Two Day ___ 10 Day (Rad Only)
___ Three Day

Quote # **FARENVWCO122018S**

Date Results Needed: Immediate

Pres Chk

Analysis / Container / Preservative

Sample ID	Comp/Grab	Matrix *	Depth	Date	Time	No of Cntrs	VOC8260 - 4oz Soil Jar	SVOC8270 - 4oz Soil Jar	TPH-GRO 8015 - 2oz Soil Jar	TPH-DRO/ORO 8015 - 4oz Soil Jar	VOC8260 (2) 40ml Amber w/HCl	SVOC8270 (2) 100ml Amber No Pres	Remarks	Sample # (lab only)
FSD-2	Comp	SS	5-12	1/30/19	0930	4	1	1	1	1				-01
FSB-3			5-12	1/30/19	1000	4	1	1	1	1				-02
FSB-4			5-10	1/30/19	1200	4	1	1	1	1				-03
FSB-5			4-7.5	1/30/19	~~1230~~ 1245	4	1	1	1	1				-04
FSB-6			4-7	1/30/19	1230	4	1	1	1	1				-05

Chain of Custody Page ___ of ___

Pace Analytical®

12065 Lebanon Rd
Mount Juliet, TN 37122
Phone: 615-758-5858
Phone: 800-767-5859
Fax: 615-758-5859

L# L1065550

D095

Acctnum: **FARENVWCO**

Template:

Prelogin:

TSR: **Chris Ward**

PB:

Shipped Via:

* Matrix:
SS - Soil **AIR** - Air **F** - Filter
GW - Groundwater **B** - Bioassay
WW - WasteWater
DW - Drinking Water
OT - Other_____

Remarks: 5 DOC - 48 hr TAT, others same day

pH _____ Temp _____

Flow _____ Other _____

Samples returned via:
___ UPS X FedEx ___ Courier

Tracking # 4510 1607 3204

Sample Receipt Checklist

COC Seal Present/Intact:	NP	Y N
COC Signed/Accurate:		Y N
Bottles arrive intact:		Y N
Correct bottles used:		Y N
Sufficient volume sent:		Y N
If Applicable		
VOA Zero Headspace:		Y N
Preservation Correct/Checked:		Y N

RAD SCREEN: <0.5 mR/hr

Relinquished by: (Signature)	Date: 1/30/19	Time: 1515	Received by: (Signature)	Trip Blank Received: Yes / No HCL / MeoH TBR	
Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)	Temp °C Bottles Received: 0.3-0.1=0.2 20	If preservation required by Login: Date/Time
Relinquished by: (Signature)	Date:	Time:	Received for lab by: (Signature)	Date: 1/31/19 Time: 8:45	Hold: Condition: NCF / OK

ATTACHMENT 3

SOURCE MATERIAL INFORMATION

Jennifer Day

From: Allan Barker <abarker@fioreandsons.com>
Sent: Tuesday, January 29, 2019 10:01 AM
To: Jennifer Day
Cc: Bret Linenfelser; Chase, Julia; Roberts, Beth; sheinbauml@boulderhousing.org
Subject: Pollard site/Boulder

Jennifer –
Per our conversation this morning, we procured our clean fill dirt to backfill the excavated areas on the former Pollard site from Asphalt Specialties at their Turnpike Pit, 599 State Hwy. 52, Erie, CO. The material is clean overburden material.
As I also noted, the city requested we cap the backfill area with 6" of recycled asphalt road base for its temporary use as a vehicle parking lot.
If I can answer any other questions, please contact me.
Thank you.

Al Barker
Sr. Project Mgr./Estimator
Demolition/Environmental Services
Fiore & SONS, INC.
New Corporate Office
80 East 62nd Avenue, Suite 101
Denver, CO 80216
O: 303-429-8893
C: 303-241-1807
F: 303-429-3035
www.fioreandsons.com
"Build Your Future with Fiore"
Operations, Maintenance, Transportation
730 West 62nd Avenue
Denver, CO 80216

COLORADO
Hazardous Materials
& Waste Management Division
Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

February 20, 2019

Ms. Julia Chase
City of Boulder
1777 Broadway
Boulder, CO 80302

RE: No Action Determination Approval for 2360 30th St., in Boulder, CO

Dear Ms. Chase:

A No Action Petition (the Petition) was submitted on behalf of the City of Boulder (the Applicant) to the Colorado Department of Public Health and Environment (the Department) pursuant to C.R.S. 25-16-307(2) of the Colorado Voluntary Cleanup and Redevelopment Act. The Petition was submitted for the applicant's property identified in the Petition and listed here generally as 2360 30th St., in Boulder, Colorado ("the property").

The Department conducted a review of the environmental data collected on the above-referenced property. Based on this review and pursuant to C.R.S. 25-16-307(2), the Department approves the applicant's Petition and makes the following determinations:

- The environmental assessment submitted by the applicant and performed by qualified environmental professionals indicates that there is no evidence of contamination released into the environment present from the applicant's property, which exceeds applicable promulgated state standards or which poses an unacceptable risk to human health and the environment.

Based on the information provided by the applicant concerning property identified in the Petition and listed here generally as 2360 30th St., in Boulder, Colorado, it is the opinion of the Colorado Department of Public Health and Environment that no further action is required to assure that this property, when used for the purposes identified in the No Action Petition (Residential/Commercial), is protective of existing and proposed uses and does not pose an unacceptable risk to human health or the environment at the site.

The approval of the applicant's Petition by the Department applies only to conditions on the property and state standards that exist as of the time of submission of the Petition. In addition, this approval applies only for the land use specified in the application, which is Residential/Commercial. This approval shall be considered void if it is determined that materially misleading information has been submitted by the applicant. Nothing in this letter shall be construed to limit the Department's authority to take actions under existing statutes as necessary, should new information come to the attention of the Department.

If you have any questions, please contact me at (303) 692-3411.

Sincerely,



Fonda Apostolopoulos
Voluntary Cleanup Program

File: RV181221-1